



Professional Agreement

Board of Education

and

St. Charles Education Association

of

Community Unit School District 303

2019-2020

2020-2021

2021-2022

**Professional Agreement
Between
The Board of Education

and

The St. Charles Education Association – IEA-NEA

of

Community Unit School District 303

for the

2019-2020
2020-2021
2021-2022

School Years**

Representatives of the Board of Education and St. Charles Education Association-IEA-NEA (SCEA) negotiated the following Professional Agreement for the 2019-2020, 2020-2021, and 2021-2022 school years. On June 5, 2019, the members of the SCEA voted to ratify the Agreement and on June 10, 2019 the members of the Board of Education voted to ratify the Agreement.

This Agreement is signed June 10, 2019.

For the Board of Education, CUSD 303:

For the St. Charles Education Association:

Carolyn Waibel, President

Joe Blomquist, President

Mark Moore, Chief Negotiator

John Connell, Chief Negotiator

Witness Thereof:

Representing the Board of Education:

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Chris Balaskovits
Laurel Bergren
Seth Chapman
Audra Christenson
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PROFESSIONAL AGREEMENT
BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT #303 BOARD OF EDUCATION
and
ST. CHARLES EDUCATION ASSOCIATION - I.E.A./N.E.A.

This Agreement is entered into this 10th day of June, 2019 for 2019-2022, by and between the Board of Education of Community Unit School District #303, (hereafter referred to as "the Board") and St. Charles Education Association - I.E.A./N.E.A. (hereafter referred to as "the Association").

PREAMBLE

The Board and the Association recognize that teaching is a profession requiring specialized skills and qualifications, that the educational program conducted by the Board requires that such skills and qualifications possessed by members of its professional staff be utilized to the maximum extent consistent with that educational program, and that the best interest of the students of the Board are served through an orderly process of communication between the District and representatives of the professional staff. Therefore, and in accordance with their mutual desire to provide the District community with a high quality educational program consistent with the resources available to the District, the parties agree as follows:

ARTICLE 1

RECOGNITION

1.1. RECOGNITION OF THE ASSOCIATION

The District will recognize the Association during the term of this Agreement as the sole and exclusive collective bargaining agency for all regularly employed personnel who are required by law to be licensed as follows: Including: department chairpersons, all social workers, psychologists and occupational and physical therapists. Excluding: Central Office administrators, District directors, high school directors, principals, associate principals, assistant principals, high school athletic directors, deans, and outside consultants and other supervisory and/or administrative personnel. In determining whether a position, other than those listed, is "supervisory," the definition of supervisor in Section 2(g) of the Illinois Educational Labor Relations Act shall be used as a guide. As used in this Agreement, the term "educator" shall, except as otherwise stated, include only those persons for whom the Association's collective bargaining agency is recognized by the District in this Section 1.1.

1.2. NON-DISCRIMINATION

The parties will not discriminate against any educator or prospective educator because of membership or non-membership in any organization, including the Association, because of the institution of a grievance under this Agreement or participation in collective negotiations, nor because of race, creed, religion, marital status, sex, age, or national origin, sexual orientation, or any other classification listed in Board Policy 5:10; neither the Board nor the Association will coerce educators in their exercise of rights afforded by law. As a condition of retaining its status as the sole collective bargaining agency for educators, the Association agrees that it fairly represent all educators without regard to membership, or non-membership, in the Association. Educators have the right to join, or not to join, any organization for their professional or economic improvement, but membership in any organization shall not be required as a condition of employment.

1.3. RECOGNITION OF RESERVED RIGHTS

All rights and responsibilities to manage the educational program of the District, as such rights and responsibilities would exist in the absence of this Agreement, shall continue to be vested solely and exclusively in the Board except as expressly and specifically modified herein. In the event of a conflict or inconsistency between a provision of this Agreement and an obligation imposed upon the Board by law, the obligation imposed by law shall govern, and the conflicting provision of this Agreement shall be deemed null and void to the extent of the conflict.

1.4. NOTIFICATION TO ASSOCIATION OF NEW EMPLOYEES

The Board shall provide the name and contact information for all new educators within ten (10) days of the hire date.

ARTICLE 2

NO STRIKE – NO LOCKOUT

2.1. PROHIBITED ACTIVITY

During the term of this Agreement, the Association agrees on behalf of the educators that neither it nor they will instigate, encourage, support or participate in any strike, slowdown, picketing of school premises or concerted withholding of service of any kind directed against the District and that the procedures provided by this Agreement, by the courts and by state and federal agencies will be the sole means of seeking resolution of any dispute with the District or the Board. The District agrees that it will not lock out the educators; provided that, a reduction in the number of educators, a refusal to renew the contract of any non-tenured educator, or the dismissal of a tenured educator for cause, shall not be considered to be a lockout.

2.2. REMEDY FOR VIOLATIONS

Any educator who engages in the prohibited activity referred to in the preceding Section shall be subject to immediate dismissal and loss of tenure in addition to the liabilities and penalties provided by law. The Association shall be subject to the liabilities imposed by law if it engages in any activity prohibited by Section 2.1.

ARTICLE 3

RELEASED TIME

3.1. ASSOCIATION RELEASE TIME

The Association shall be granted an aggregate number of leave days equal to fifty (50) regular school days to be used for conventions, assemblies, and training sessions related to Association business; research and preparation of negotiation information, grievances and related matters; and such other business which may be pertinent to the education program. The Association will pay the cost of substitutes for days used.

In the years that the complete Agreement is subject to bargaining, the Association may ask for an additional 20 days of Association leave. If the Board approves the request, the Association will pay the cost of substitutes for days used.

3.2. FULL TIME RELEASE FOR ASSOCIATION PRESIDENT

The Association President shall be released full-time from teaching duties for the purpose of performing duties as Association President. The Association President shall be paid on the regular salary schedule, and shall be considered a full-time employee of the district with respect to the Illinois Retirement System, all fringe benefits, tenure status, seniority, and placement on the salary schedule. The Association shall remit the dollar amount equal to that listed in that school year's salary schedule at cell MA/Step 1. At the end of the president's term the president shall have the right to return to a teaching position for which s/he is licensed.

3.3. JURY DUTY/SUBPOENAED WITNESS

The District shall pay the regular salary to educators called to serve as a juror or subpoenaed to appear in court or before legislative bodies as witnesses. As a condition of receipt of this benefit, the educator shall turn over to the District any fees received for jury duty or witness fees, exclusive of expenses.

ARTICLE 4

COMMUNICATIONS

4.1. BOARD MINUTES

Board minutes and agendas are posted online through BoardBook in compliance with the Open Meetings Act. The Association will be notified by e-mail when agendas are available. It is understood, however, that the only official minutes are as set forth in the Official Board Minutes Books and any inconsistency between the minutes received by the Association and the official minutes shall be resolved in favor of the official minutes.

4.2. COPIES OF AGREEMENT

The Agreement will be posted to the District website within a reasonable period following ratification. One hundred (100) printed copies will be provided to the Association for distribution. Additional copies will be available from the District. All new hires will receive a printed copy of the Agreement. The District shall bear the cost of preparing sufficient copies of the Agreement.

4.3. FACILITIES AND INFORMATION

The Association shall have access to school buildings for meetings, subject to the District's standard rules for the use of buildings for non-school purposes. The Association shall continue to have access to school mail and mail boxes and electronic communication tools for the purpose of internal communications, and bulletin boards for posting of suitable notices. School duplicating equipment may be used by the Association when not in use for school work, subject to an established fee structure for damage and consumables.

Upon request, either party shall be supplied information solely in the possession of the other party which:

1. has previously been prepared or is reasonably available without unnecessary expenditure;
2. is not confidential or subject to the rules of privacy or privilege; and
3. is reasonably pertinent to grievance processing or negotiation.

The standing policies of the Board shall be posted on the District website.

ARTICLE 5

NEGOTIATIONS

5.1. TIME OF NEGOTIATIONS

The Board and the Association shall commence bargaining for a successor agreement on or before June 1 and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.

5.2. MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

The parties may modify or amend this Agreement by mutual consent.

ARTICLE 6

CONTRACT PROVISIONS

6.1. CONTRACT DURATION

This Agreement shall be in effect on the first educator employment day of the 2019-2020 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m. on the day preceding the first educator employment day of the 2022-2023 school term unless

1. modified by mutual agreement of the parties; or
2. either party gives written notice by certified mail of its desire to terminate this Agreement at least sixty (60) days prior to said date, or sixty (60) days prior to any subsequent anniversary date thereof in which case this contract shall be terminated upon said date or anniversary date.

6.2. EFFECT OF AGREEMENT

The parties agree that the terms set forth in this Agreement represent their full and complete understanding on the matters covered herein which terms may not be altered or ignored without the mutual consent of both parties in writing. The District, the Association, and all educators are bound by the terms of this Agreement.

6.3. ILLEGALITY

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

ARTICLE 7

BOARD - ADMINISTRATION - EDUCATORS PARTNERSHIP

7.1. PARTNERSHIP

The members of the Board join the administrators of the District in acknowledging the dedication of District #303 educators to the needs of students during and after the school day. The statements presented below affirm the critical relationship among these three groups in providing a first-rate educational environment for all students.

1. Educators will work with all administrators to engage the administrator in direct involvement in general classroom activities (e.g., occasional substituting, guest lectures, etc.).
2. Recognizing that parents of students may not always be available to discuss their child's progress during the designated school day, it may be necessary for educators to conference with parents beyond that time and/or contact the parents on the telephone. Formal conferencing should be arranged directly between the educator and parent, where possible.
3. Educators will be encouraged by their building principals to further develop lines of communication with parents by using a variety of professional contacts during the school year including, for example, a letter or phone call to parents outlining the educator's expectations for the year or semester class.
4. The Association, Administration, and the Board will continue to work together in a spirit of mutual trust, support and collaboration to improve the educational opportunities for all students.

7.2. JOINT LEADERSHIP MEETINGS

A meeting will be held between the Superintendent (and her/his designees) and the Association President (and her/his designees) at least quarterly during the school year to review and discuss problems, concerns, anticipated changes to the educational program, or anticipated operational changes. Such meetings will follow agendas exchanged in advance of the meeting. Both the Superintendent and Association President routinely will make reports of the meetings to the Board. It is expressly understood and agreed that those meetings do not constitute bargaining nor grievance processing.

ARTICLE 8

GRIEVANCES AND ARBITRATION

8.1. GRIEVANCE DEFINED

A “grievance” is defined as: any complaint by an educator or the Association that the District has violated or misapplied a provision of this Agreement.

8.2. GRIEVANCE PROCEDURE

Grievances shall be raised promptly following the event giving rise to the grievance, and resolution shall be attempted promptly, in accordance with the following steps. Any grievance which is not raised or processed within the following time limits shall be deemed settled on the basis of the District’s action, or last answer. When a grievance is submitted fewer than ten (10) days before the close of the current school term, or when school is not in session, time limits shall be computed with reference to days when the Board office is officially open.

Step 1. The educator and his or her immediate supervisor shall attempt to resolve the grievance through informal verbal discussion.

Step 2. If the grievance cannot be resolved informally, the aggrieved educator shall reduce the grievance to writing and file it with the principal, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. The principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the educator, the Association, and the Superintendent within ten (10) school days of the filing of the grievance.

Step 3. If the grievance has not been satisfactorily resolved at the second step, the aggrieved educator shall file, within five (5) school days after receipt of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or designee shall meet to attempt to resolve the grievance. The Superintendent or designee, shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the educator, the principal and the Association.

Step 4. If the grievance is not resolved satisfactorily to the Association in Step 3, the Association may submit, in writing, a request to refer the grievance to impartial arbitration within ten (10) school days after receiving written response of Step 3. Upon receipt of the Association's written request for impartial arbitration, the Board shall enter into the arbitration selection process. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on the arbitrator within seven (7) school days, the American Arbitration Association (or any other appropriate source of lists of arbitrators who have the requisite interest) will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible to compensating its own representatives and witnesses.

The arbitrator shall conduct a hearing at which either party may present evidence, may cross-examine witnesses presented by the other party, may require the presence of a court reporter and may file post-hearing briefs.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Superintendent or designee, and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the express language of the Agreement.

8.3. CONDITIONS APPLICABLE TO GRIEVANCE PROCESSING

1. All educators and the Association shall first exhaust all steps of the grievance procedure before seeking redress in any court or administrative agency for alleged violations of this Agreement. Each educator shall have the right to present and seek adjustment of grievances pursuant to these provisions with or without representation. Nothing contained in this Agreement shall be construed to prevent any educator from discussing any problem with the District, or from having such problem adjusted without intervention or representation of Association representatives.
2. An educator who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of an educator or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Any educator has a right to be represented in the grievance procedure. The educator shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of an educator at a grievance hearing is requested by either party, illness or other incapacity of the educator shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. Should attendance at a grievance hearing require that a grievant(s) and/or an Association Representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall reimburse to the District the cost of substitutes for any additional educator that testifies by request of the Association.
7. It is agreed that any investigation or other handling or processing of any grievance by the grieving educator or educator organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

8.4. COMPLAINT PROCEDURE

Each educator is encouraged to raise and discuss any problem encountered by the educator with respect to existing District #303 operations, practices or policies, or changes made thereto (but falling outside the definition of "Grievance" set forth in Section 8.1). Such problems should be raised initially in writing with the building principal or immediate supervisor by the educator or the Association. If resolution is not achieved, the educator or the Association may raise and/or appeal such problems to the central administration through the Superintendent or designee. If not satisfactorily resolved, the educator or Association may appeal to the Board. An educator who raises a problem will not be subjected to discrimination because of such action.

8.5. DISMISSALS

Any educator who receives a notice of termination or non-renewal of contract and believes that such action is in violation of this Agreement, or a protection afforded by law, shall file a grievance at Step 3, challenging such action. The grievance must be filed within the following time periods or the right to challenge the District's action under this grievance procedure shall be considered to have been waived:

1. Educators without contractual continuing service (non-tenure educators) must file the grievance within five (5) days when the Board office is open after receipt of the notice;
2. Educators with contractual continuing service (tenure educators) shall file the grievance within ten (10) days when the Board office is open after receipt of the notice of charges provided for in Section 24-12 of the School Code, or if a hearing is held before a hearing officer as provided by said Section 24-12, within ten (10) days when the Board office is open following receipt of the hearing officer's decision in the matter following such hearing.

If the matter is not resolved at Step 3 of the grievance procedure, or by the action of the Board, the matter may be appealed to arbitration as provided by Step 4. The appeal to arbitration shall be filed within ten (10) days when the Board office is open after notification of the final decision of the Board on the matter and failure to appeal to arbitration within that period shall constitute a waiver of all further right to challenge the decision. The arbitration shall be held in accord with the provisions of Step 4, provided, however, that nothing in this Agreement shall be construed to modify or nullify the right of the District to terminate any educator for cause, or to refuse to renew the contract of a non-tenure educator so long as such action is consistent with state and federal law.

ARTICLE 9

EDUCATOR EVALUATION

9.1. LICENSED EDUCATOR EVALUATION PLAN

Educators shall be evaluated under the conditions provided in the Licensed Educator Evaluation Plan (hereafter referred to as the "Evaluation Plan").

Each educator shall be informed of the evaluation procedures by the District in accordance with state law, but in no case later than the twentieth (20th) school day.

A statement of minimum standards of educator conduct, taken as modified from the Code of Ethics of the Education Profession adopted by the NEA Representative Assembly is appended hereto. It is understood that a violation of any of the principles and/or affirmative obligations recited therein shall be included in the educator's evaluation.

9.2. PURPOSE OF EVALUATION

The purpose of evaluation is two-fold for all educators:

1. To improve classroom instruction/delivery of service
2. To determine educator employment status

Furthermore, the purpose of probationary evaluation is to determine the following:

1. Whether the educator meets District standards for competence in his or her practice
2. Whether he/she has the potential to become a quality educator by District standards
3. Whether the educator will be re-employed

Thus, the probationary evaluation program is designed to determine future employment status and to assist in the development of professional potential. Nothing contained in this article shall be construed as a derogation of the District's right to terminate the employment of tenured educators for cause unrelated to professional competence and the termination of non-tenured educators.

9.3. EVALUATION COMMITTEE

There shall be a standing Joint Evaluation Committee consisting of equal representation of Association members appointed by the Association President (or designee) and members from the Administration appointed by the Superintendent or designee. The plan shall be prepared and approved by the joint evaluation committee and shall be available for download on the District website. Changes in the Evaluation Instrument shall be made by the committee and forwarded to the SCEA President and Superintendent. If the SCEA President or the Superintendent deem such changes to be significant then the evaluation instrument will continue to be used without such changes until adopted by both parties through the negotiation process.

9.4. CONDUCT OF OBSERVATIONS

1. Informal Observation defined: An informal observation is defined as an observation (announced or unannounced) performed by a qualified evaluator in which feedback is provided to the educator.
2. Formal Observation defined: A formal observation is defined as a specific window of time that is scheduled with the educator for the qualified evaluator to directly observe and provide feedback on professional practices in the classroom or in the school. A formal observation requires a planning conference and a reflection conference.
3. Additional Observations. Tenured educators will be observed according to the Evaluation Plan. An educator shall be given an additional observation if requested by the educator. Nothing in the Agreement shall be construed to limit the number of formal or informal observations of educator performance deemed necessary by the Administration.
4. Feedback Timeline. Feedback will be provided to the educator for any observation that is to be considered as part of the Evaluation Plan. This feedback will be provided in accordance with the timelines listed in the Evaluation Plan.
5. Adverse Criticism. No criticism of the educator in his or her professional capacity shall be considered or made part of the educator's evaluation unless the educator is made aware of the criticism and has been afforded an opportunity to rebut such criticism.
6. Opportunity to Reply. An educator who has received feedback from an observation which reflects adversely upon his or her professional competence shall be given an opportunity to attach a rebuttal to such evaluation. This rebuttal shall be included in the educator's official personnel file.

9.5. SUMMATIVE EVALUATION

1. Formative and Summative Evaluator. During the formative evaluation process, the evaluator, as defined in the Evaluation Plan, may seek input from other educators who have specialized knowledge or skills. The administrator or direct supervisor preparing the summative evaluation must have personal knowledge of the performance of the educator that s/he gathered during personal observation(s).
2. Notification of Non-Renewal. Each building principal, or supervisor of an educator not assigned to a building, shall, not later than 45 days prior to the end of the school term, notify the probationary educator under his/her supervision whether, as to each educator, the contract of such educator will be recommended for renewal or will not be recommended for renewal, based upon the educator's performance up to the time of the notification. A written report of such notification shall be made to the Superintendent with a copy to the educator.
3. Notification of Adverse Practice. Administration reserves the right to require any tenured educator who falls below acceptable standards to participate in an improvement plan.

ARTICLE 10

STUDENT DISCIPLINE

10.1. PARENT-EDUCATOR DISCIPLINARY ADVISORY COMMITTEE

The Board, in cooperation with the Association, shall assemble a standing Parent-Educator Disciplinary Advisory Committee with representation from the Association to be named by the Association President and comprising one-third the membership of the committee. This committee shall meet as often as necessary. The purpose of the committee will be to review the current discipline guidelines pursuant to statutory requirements. Based upon the review of the guidelines, the committee shall propose suggestions to the Board for consideration.

All recommendations to the Board for modification to the District's student discipline procedures shall be channeled through this committee. Dissenting reports shall accompany the recommendations.

10.2. STUDENT DISCIPLINE

Educators shall enforce classroom discipline and the District shall support educators to the extent that such enforcement is consistent with the Illinois School Code. In the event that an educator is unable, through reasonable disciplinary measure, to restrain disruptive student behavior, the educator may send the student to a principal or other member of the Administration, and may require that a conference be held between the educator, and Administrator, the student and/or the student's parents if the student behavior in question is a serious disruption to the classroom. Such conference will be held to the extent practical prior to the student's re-admittance. The educator shall be expected to complete the necessary referral form, and shall receive a copy of the completed form when the administrator(s) have completed the process.

10.3. COMPLAINTS

An educator who believes the District's student discipline procedures are not being enforced properly may complain first to the immediate supervisor, and then to the Superintendent or designee for that purpose if the matter is not resolved by the immediate supervisor. Such complaints shall be investigated promptly and a full report with findings and recommendations shall be given to the complainant educator within five (5) days after receipt of the complaint. No reprisals of any kind shall be taken against the complainant educator because of the filing or appeal of a complaint.

In the event that the complaint is not resolved to the educator's satisfaction by the Superintendent or designee, the complainant educator or the Association on the educator's behalf may forward it to the Board.

10.4. PROCEDURE FOR HANDLING PHYSICAL ASSAULT/BATTERY CASE INVOLVING EDUCATORS

1. When a physical assault/battery occurs, the educator has the right to defend himself/herself and/or obtain assistance.
2. Educators shall notify the principal/other administrator of any physical assault or battery that takes place. The administrator shall immediately provide the educator the appropriate form(s) for documentation. The educator shall receive a copy of the completed form when the administrator(s) have completed the process.
3. The Administration will work with affected staff members to develop suggested actionable steps that can prevent future incidents of harm. These steps will be communicated in writing.
4. The Board shall defend and indemnify the educators to the extent required by law. In all cases, the Superintendent's office shall immediately notify the educator of any legal aid from the District that may be available.

ARTICLE 11

SAFETY AND SECURITY

11.1. EDUCATOR DISCIPLINE

Discharge, demotion, or other involuntary change in the employment status of a tenure educator shall be for just cause or for reasons as stated in the School Code; provided that, nothing in this Agreement shall be construed to modify the right of the District to refuse to renew the contract of a non-tenure educator. A copy of any record of disciplinary action against an educator shall be placed in the educator's official personnel file. At the educator's request, a rebuttal to the reasons for such action shall be included as part of the aforementioned record. The discipline of educators shall ordinarily be governed by the philosophy of progressive discipline. The usual steps of the progressive discipline process are written warning, written reprimand, suspension without pay, and termination. Administration reserves the right to discipline an educator at any step of the process based on the circumstances and severity of a particular offense.

11.2. REVIEW OF PERSONNEL FILES

There shall be one official personnel file maintained at the District Office for each educator. An educator shall have the right, upon request, to review the contents of his/her official personnel file in company with or without a representative of the Association, or their counsel, at reasonable times. This review may not include material of a privileged nature which is related to the educator's initial employment. Only the official personnel file (as provided herein) shall be used by the Board to support a discharge or disciplinary action against the educator, or a directive to remediate.

11.3. NOTICE OF SUBPOENA, SUMMONS, OR LEGAL COMPLAINT

Any educator, who is served with a subpoena, summons, or legal complaint on a matter relating to his/her duties, shall notify the Human Resources Department as soon as possible, but no later than three (3) days after the service.

The member shall receive appropriate consultation as required by law at no cost to the educator.

11.4. NOTIFICATION OF CRIMINAL CHARGES

Should an educator of the District be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that educator's obligation to notify the Human Resources Department as soon as possible, but no later than two (2) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

11.5. BLOODBORNE PATHOGENS PROCEDURE

The District has a Bloodborne Pathogens Exposure Control Plan which identifies certain employees who are categorized as individuals who are eligible to be vaccinated against the Hepatitis B Virus. Any educator who does not fall into one of the job categories permitting this precautionary vaccination may be placed on the list to be vaccinated by submitting a request in writing to the Executive Director for Human Resources.

Any educator who is not vaccinated (by choice) but is involved in an incident is immediately eligible for post exposure treatment.

The cost of the vaccination will be paid by the District. Any further involvement relative to an incident requiring further medical attention will be addressed through regular worker's compensation procedures.

11.6. DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of the Board that the schools of District 303 be a drug and alcohol free workplace so that all employees and the Board can perform their duties without endangering themselves, students, fellow employees or public, and advance the goal of a drug and alcohol free environment for students.

11.7. VIDEO SURVEILLANCE

The sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, Administrative or Main School offices, parking lots, grounds, and cafeterias. Classrooms shall also be included as mutually agreed upon by the educator and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of his/her right to be represented in all investigatory meetings regarding alleged incident. The employee may decline to be represented after advisement.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

11.8. SAFE WORKING CONDITIONS

The District shall make good faith, reasonable efforts to ensure that educators are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where a condition presents an eminent danger of immediate physical harm.

HOURS AND DUTIES

11.9.A. PROFESSIONAL DAY - All listed changes effective for 2019-2020.

The Board and the Association acknowledge that education as a profession includes many teaching and non-teaching responsibilities. Educators shall be routinely expected to be in the building at least twenty (20) minutes before the normal published starting time of the assigned school and for at least twenty (20) minutes after the normal published ending time of the assigned school. It is agreed and understood that there may be occasions when educators may need to be available more than twenty (20) minutes before and after the normal published times.

Educators who work under a non-traditional schedule may have adjusted hours other than hours connected to the published start and end times of the school. The length of the work day for these educators shall be equal to the length of a regular school day at that level. Administration agrees that it is preferred for educators to self-select a posted position with a non-traditional schedule. If no educators self-select a posted position with a non-traditional schedule, seniority will be a factor in selecting an educator for the position. Split shifts will not routinely be assigned.

1. Meetings.

- a. For high school educators, there shall be no more than four (4) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than forty-five (45) minutes. The meetings shall be directed by the administration and at least one of the four meetings shall be devoted to PLC. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings. Any administrator-initiated meeting beyond the four (4) required will be compensated at the operational rate outside contract hours.
- b. For middle school educators, there shall be no more than three (3) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than 45 minutes or one class period. Meetings will be directed by the Administration. One of these meetings may be scheduled during the school day. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings. Any administrator-initiated meeting beyond the three (3) required will be compensated at the operational rate outside contract hours.
- c. For elementary educators, there shall be no more than five (5) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than forty-five (45) minutes. The meetings shall be directed by the administration and at least two of the five meetings shall be devoted to PLC. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings. Any administrator-initiated meeting beyond the five (5) required will be compensated at the operational rate outside contract hours.
- d. Student Services Team (SST) team meetings are not subject to the restriction of the number of meetings per month listed above. Those educators who are assigned as a permanent member of the SST team shall have their supervision requirements reduced to thirty (30) minutes per week. Permanent SST team members who work in more than one school building shall have their supervision requirements reduced to zero (0) minutes per week.
- e. Those educators who attend the SST team meetings on a sporadic or intermittent basis shall do so as part of their professional assignments.

- f. Educators are expected to attend parent conference and back to school nights. Any educator who is unable to attend Back to School night for a personal educational reason (e.g. attending a graduate class) or a reason related to the educator's employment with the district (e.g. coaching) shall be required to provide an alternative parental opportunity within one week of the event without penalty. The alternative parental opportunity shall be approved by the principal.
- g. Aside from parent conference night and Back to School Night, each educator can be required to attend two (2) professional evening commitments per year.
- h. In addition to the regularly scheduled meetings, educators shall make themselves available for professional responsibilities such as student assistance, parent contact and conferences, educator-initiated team meetings, educator-initiated grade level meetings and educator-initiated subject matter meetings, meetings dealing with students, meetings with colleagues or administrators, and professional evening commitments.

2. Instructional Time.

- a. Elementary educators shall have no more than 1,530 minutes of instructional time in a five-day work week. Each elementary educator shall be assigned up to seventy-five (75) minutes of student supervision per week. The priority shall be for educators to supervise their assigned students within the building. It is recognized that some educators will be required to supervise children in common areas and outside the building on school grounds.
- b. Middle school educators and high school educators shall have no less than 250 minutes of instructional time per day and no more than 125 minutes of regularly assigned supervision in a five-day workweek. High school special education case managers will have their supervisory assignment reduced by half the usual requirement (e.g. two case managers can share one assignment).
- c. The middle school educators' daily requirement will include a time of approximately 25 minutes (referred to as "tutorial") which may be allocated to deliver one, pre-determined lesson or other District-directed activity weekly. On the other four days of the week (or less on a shortened week), this tutorial period will be used to provide students access to teachers to receive clarification, support, and guidance with academic and other student related topics. This time will not be categorized as an instructional period for teachers. However, this time will be considered supervisory time which, collectively, is not to exceed 125 minutes weekly. Teachers who have a tutorial will be exempt from other supervisory assignments.

3. Plan Time for Elementary Educators (PreK-5).

The Board will provide 180 minutes of plan time per week for all elementary classroom educators. This plan time shall not be routinely or regularly disrupted by Administrative requests. Educators shall use the plan time for professional activities. The 180 minutes of plan time will be scheduled in blocks of time of no less than 15 minutes each.

4. Plan Time for Middle School Educators (6-8)

Middle school educators will receive two plan periods each day for a total of ten plan periods in a five-day week. Five of these ten planning periods will be used for educator personal plan time and shall not routinely or regularly be disrupted by Administrative requests. Educators shall use the plan time for professional activities.

5. Richmond Intermediate School.

The act of volunteering for and accepting a position at Richmond Intermediate School will confirm that an Educator has agreed to work the additional forty (40) minutes per school day. It is understood that the additional forty (40) minutes per day will not increase the 1530 minutes of instructional time for elementary educators in a five-day work week, but shall be used for professional activities such as planning and collaboration. They shall also receive the bargained 180 minutes of plan time per week that shall not be routinely or regularly disrupted by Administrative requests.

There shall be no more than two (2) staff meetings outside of the school day per month, and no more than four (4) team/PLC meetings during the school day per month, for a total of no more than six (6) meetings per month. Other problem solving meetings may be scheduled during the work day if agreed upon by the educators involved.

If an educator wishes to opt out of Richmond Intermediate School, the Educator must make that request in writing to the Executive Director of Human Resources no later than January 15 for the following school year.

6. Travel In Lieu of Supervision.

No supervisions will be assigned on the days an educator travels between buildings for a teaching assignment. In addition, a traveling educator's supervision time shall be reduced by one-fifth of the total for each day in which he or she travels. Sufficient time must be given for safe travel between assignments and may not include an educator's duty-free lunch.

7. Parent Educator Conferences.

As part of the professional day concept, all educators shall have scheduled days for parent educator conferences as well as conferences on an as needed basis. The scheduled conference days shall be reflected in the school calendar.

- a. Elementary school educators shall have the equivalent of two (2) days of parent educator conferences that will include one (1) evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available if agreed upon by the educator and the supervising administrator. Elementary educators shall have the equivalent of one-half (1/2) day of scheduled parent educator conferences in the spring. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
- b. Middle school educators shall have the equivalent of two (2) days of parent conferences that will include one (1) evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available if agreed upon by the educator and the supervising administrator. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
- c. High school educators shall have the equivalent of one (1) day of parent conferences that will include one evening of parent conferences in the fall. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.

8. Duty-Free Lunch.

Every educator whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day.

11.9.B. PROFESSIONAL DAY - All listed changes effective for 2020-2021 and 2021-2022.

The Board and the Association acknowledge that education as a profession includes many teaching and non-teaching responsibilities. Educators shall be routinely expected to be in the building at least twenty (20) minutes before the normal published starting time of the assigned school and for at least twenty (20) minutes after the normal published ending time of the assigned school. It is agreed and understood that there may be occasions when educators may need to be available more than twenty (20) minutes before and after the normal published times.

Educators who work under a non-traditional schedule may have adjusted hours other than hours connected to the published start and end times of the school. The length of the work day for these educators shall be equal to the length of a regular school day at that level. Administration agrees that it is preferred for educators to self-select a posted position with a non-traditional schedule. If no educators self-select a posted position with a non-traditional schedule, seniority will be a factor in selecting an educator for the position. Split shifts will not routinely be assigned.

1. Meetings.

- a. For high school educators, there shall be no more than four (4) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than forty-five (45) minutes. The meetings shall be directed by the administration and at least one of the four meetings shall be devoted to PLC. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings. Any administrator-initiated meeting beyond the four (4) required will be compensated at the operational rate outside contract hours.
- b. For middle school educators, there shall be no more than three (3) regularly scheduled mandatory meetings per month. These meetings will be scheduled at least one week in advance and shall last no more than 45 minutes or one class period. Meetings will be directed by the Administration. One of these meetings may be scheduled during the school day. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings. Any administrator-initiated meeting beyond the three (3) required will be compensated at the operational rate outside contract hours.
- c. For elementary educators, there shall be no more than two (2) regularly scheduled mandatory meetings per month outside the school day. These meetings will be scheduled at least one week in advance and shall last no more than forty-five (45) minutes. The meetings shall be directed by the administration. On the days these meetings are scheduled, the principal shall not schedule any other mandatory meetings. Any administrator-initiated meeting outside the school day beyond the two (2) required will be compensated at the operational rate outside contract hours.
- d. Student Services Team (SST) team meetings are not subject to the restriction of the number of meetings per month listed above. Those educators who are assigned as a permanent member of the SST team shall have their supervision requirements reduced to thirty (30) minutes per week. Permanent SST team members who work in more than one school building shall have their supervision requirements reduced to zero (0) minutes per week.
- e. Those educators who attend the SST team meetings on a sporadic or intermittent basis shall do so as part of their professional assignments.
- f. Educators are expected to attend parent conference and back to school nights. Any educator who is unable to attend Back to School night for a personal educational reason (e.g. attending a graduate class) or a reason related to the educator's employment with the district (e.g. coaching) shall be required to provide an alternative parental opportunity within one week of the event without penalty. The alternative parental opportunity shall be approved by the principal.
- g. Aside from parent conference night and Back to School Night, each educator can be required to attend two (2) professional evening commitments per year.
- h. In addition to the regularly scheduled meetings, educators shall make themselves available for professional responsibilities such as student assistance, parent contact and conferences, educator-initiated team meetings, educator-initiated grade level meetings and educator-initiated subject matter meetings, meetings dealing with students, meetings with colleagues or administrators, and professional evening commitments.

2. Instructional Time.

- a. Elementary educators shall have no more than 1,380 minutes of instructional time in a five-day work week. Any elementary educator may be assigned up to 1,500 minutes of instructional time in a five-day work week, in which case the educator will receive a stipend of 5% of base salary (BA/step 1) as recognition for the extra instructional time being assigned. The stipend will be prorated for part-time employees and for employees who are regularly assigned more than 1,380 minutes but less than 1,500 minutes. Each elementary educator shall be assigned up to seventy-five (75) minutes of student supervision per week. The priority shall be for educators to supervise their assigned students within the building. It is recognized that some educators will be required to supervise children in common areas and outside the building on school grounds.

- b. Middle school educators and high school educators shall have no less than 250 minutes of instructional time per day and no more than 125 minutes of regularly assigned supervision in a five-day workweek. High school special education case managers will have their supervisory assignment reduced by half the usual requirement (e.g. two case managers can share one assignment).
 - c. The middle school educators' daily requirement will include a time of approximately 25 minutes (referred to as "tutorial") which may be allocated to deliver one, pre-determined lesson or other District-directed activity weekly. On the other four days of the week (or less on a shortened week), this tutorial period will be used to provide students access to teachers to receive clarification, support, and guidance with academic and other student related topics. This time will not be categorized as an instructional period for teachers. However, this time will be considered supervisory time which, collectively, is not to exceed 125 minutes weekly. Teachers who have a tutorial will be exempt from other supervisory assignments.
3. Plan Time for Elementary Educators (PreK-5).
- The Board will provide 280 minutes of personal plan time per five-day week for all elementary classroom educators. This plan time shall not be routinely or regularly disrupted by Administrative requests. Educators shall use the plan time for professional activities. The 280 minutes of plan time will be scheduled in blocks of time of no less than 15 minutes each. In addition, the Board will provide 120 minutes of collaborative time per five-day week, in which 80 minutes will be devoted to PLC work.
4. Plan Time for Middle School Educators (6-8)
- Middle school educators will receive two plan periods each day for a total of ten plan periods in a five-day week. Five of these ten planning periods will be used for educator personal plan time and shall not routinely or regularly be disrupted by Administrative requests. Educators shall use the plan time for professional activities.
5. Travel In Lieu of Supervision.
- No supervisions will be assigned on the days an educator travels between buildings for a teaching assignment. In addition, a traveling educator's supervision time shall be reduced by one-fifth of the total for each day in which he or she travels. Sufficient time must be given for safe travel between assignments and may not include an educator's duty-free lunch.
6. Parent Educator Conferences.
- As part of the professional day concept, all educators shall have scheduled days for parent educator conferences as well as conferences on an as needed basis. The scheduled conference days shall be reflected in the school calendar.
- a. Elementary school educators shall have the equivalent of two (2) days of parent educator conferences that will include one (1) evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available if agreed upon by the educator and the supervising administrator. Elementary educators shall have the equivalent of one-half (1/2) day of scheduled parent educator conferences in the spring. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
 - b. Middle school educators shall have the equivalent of two (2) days of parent conferences that will include one (1) evening of conferences in the fall. A reasonable effort will be made to conduct parent educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available if agreed upon by the educator and the supervising administrator. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.
 - c. High school educators shall have the equivalent of one (1) day of parent conferences that will include one evening of parent conferences in the fall. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.

7. Duty-Free Lunch.

Every educator whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day.

11.10. FIRST-TIME EMPLOYED

All educators employed for the first time in District #303 or reemployed after a break in service of at least one (1) year, will be required to have four (4) days of orientation immediately prior to the official school calendar when all other educators report. These days are considered part of their salary schedule placements and will not include additional compensation.

11.11. SCHOOL CALENDAR

The calendar of any given year for District #303 shall be prepared in draft form by a joint committee composed of at least three (3) educator representatives appointed by the Association and chaired by an administrative representative appointed by the Superintendent. Said calendar shall be submitted to the Board through the Superintendent no later than March 1, annually. The joint committee may prepare in draft form a calendar of at least two years in duration. The draft calendar shall be educationally sound and in compliance with ISBE requirements. In the event the draft calendar is not approved by the Board, the calendar committee shall be consulted and offered an opportunity to re-draft the proposed calendar prior to adoption of a different or modified calendar.

The school calendar will contain a total of 183 workdays.

The administration shall designate the equivalent of one (1) teacher work day from the teacher institute days prior to student attendance for teachers to spend in their classroom preparing for the school year.

One day during the school year will continue to be designated as a teacher work day.

11.12. BUS DUTY

Any educator supervising the loading and/or unloading of buses for fifteen (15) or more minutes shall be paid. The Board shall pay for such duty at the rate of one-sixth the current regular substitute pay, per hour of bus duty. It is understood that any bus duty that lasts less than fifteen (15) minutes will count as supervisory minutes for the affected educator.

11.13. CHANGE IN SCHOOL DAY

As the District continues to improve in order to more effectively meet the needs of all students, the Association recognizes that changes may occur in the existing school day.

These significant changes may include modification in conditions of employment such as length of the school day, time utilization, number of periods in the school day, length of class periods, days in which specific programs would meet, and modified responsibilities within that day.

In order to implement significant change in working conditions from past practice, seventy-five percent (75%) of those Association members voting and assigned to the building (for changes affecting fewer than all the buildings at a level) or level (for changes affecting all buildings at the early childhood, elementary, middle, or high school levels) considering the change would need to approve the change. The Association and Administration will coordinate and administer the vote. Likewise, the change would need Board approval.

During the second year of implementation of these significant changes in working conditions, forty percent (40%) of those involved in this change (as defined above) could request a vote no later than November 1 to change existing conditions, to begin at the start of the following (third) year. As described above, majority fifty-one percent (51%) approval would be necessary to change the existing situation. The Association and Administration will coordinate and administer the vote.

The above provision does not apply under the following circumstances:

- a. Contractual Ratification: If a significant change is proposed to begin at the start of a new contract, and is agreed to through the negotiations process, there shall be no vote as above, but rather will be part of the negotiations process.
- b. Late Start/Early Release (High School): The Board has the discretion to continue to implement a late start or early release at the high schools without bargaining the decision or the impact.
- c. Administration and SCEA will jointly propose an early release plan for K-8 to the Board by December 31, 2019 for implementation in the 2020-2021 school year.
- d. Start and End Times: The District may alter the start and end times for buildings or levels provided that the length of the instructional day remains unaltered and the District provides notice to the employees by January 1st preceding the change.

If the change is more than thirty (30) minutes before or after the start and end times used in 2018-2019, such change shall be mutually agreed upon by a joint committee appointed by the Superintendent and Association President.

11.14. ALTERNATIVE SCHEDULING FOR EMERGENCY DAYS

If the Superintendent closes District schools due to weather or other emergency (“snow day”) and declares the day to be a distance learning day instead of an emergency day, educators agree to be available to provide lessons for their students, utilizing time up to the equivalent of a standard work day. A committee of administrators and educators will meet prior to the use of a distance learning day to develop and agree upon a plan for the educational use of the day.

ASSIGNMENTS

11.15. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

All educators shall be notified of tentative teaching assignments for the coming school term prior to June 1.

1. At the elementary level, the educator shall be notified as to tentative building and grade level.
2. At the middle school level, the educator shall be notified of the tentative building, grade, course, and level.
3. At the high school level, the educator shall be notified of the tentative building, course, and level.

All persons on leave will be covered by this section. In the event it is necessary for the assignment to be changed, the educator shall be notified as soon as practicable.

11.16. SENIORITY DEFINED

Seniority date is defined as the educator's most recent hire date as a licensed employee with the District.

11.17. INVOLUNTARY TRANSFER

The Board acknowledges that it is most desirable to have educators working in positions for which they are legally qualified and in buildings at which they choose to work. The Association acknowledges that it is not always possible to accommodate the desires of all educators regarding professional assignments, for a variety of reasons.

Except in cases where an unexpected vacancy occurs during a school year, or a staffing contingency arises due to enrollment changes, or there are rare and extenuating circumstances, educators shall be given no less than thirty (30) days' notice of any involuntary transfer. Involuntary transfers shall not be made arbitrarily or capriciously.

The Association and Administration will meet twice per year, no later than January 31 and the last day of school, to review the agreed upon transfer procedures.

"Transfer" is primarily defined as a change in school building assignment, not teaching assignment within a school building. For example, a teacher moving from Ferson Creek to Munhall is a transfer; a teacher moving from Grade 2 at Ferson Creek to Grade 5 at Ferson Creek is not a transfer.

Shift is defined as a change in grade level (at elementary) or subject area within the building.

1. An attempt will be made not to involuntarily transfer an educator when another educator has a valid request on file to make a voluntary transfer to that position.
2. When the Administration notifies an educator of any involuntary transfer, the educator shall be released immediately from his/her contract if he/she so requests in writing.
3. For the next two (2) full academic years, any educator who has been shifted or involuntarily transferred will not be shifted or involuntarily transferred, whenever practicable. Additionally, any educator who has been involuntarily transferred will receive priority consideration and one guaranteed interview, if requested, for a voluntary transfer. The final decision shall remain with the Administration.
4. When considering educators for involuntary transfers, seniority in the district and frequency of involuntary transfers will be considered. The final decision will rest with the Administration.
5. In the event of initial staffing of a new building, the Administration shall have the sole discretion to staff it with a combination of voluntary transfers and second, involuntary transfers and new hires.

11.18. NOTICE OF VACANCIES; TRANSFER

For purpose of this Section, the term "vacancy" shall refer to a permanent position, requiring licensure as defined in the School Code and which either has been newly created by Board action, or which the Board previously has created and intends to continue but which will be vacated by the incumbent at the end of the current school year. The term "vacancy" does not refer to positions temporarily vacated during the course of a school year, or to positions which are to be filled by reassignment of currently employed staff members or by returnees from leave.

Teachers who desire a transfer to another building shall apply in writing via hard copy to the Human Resources Department. In order to be considered for a transfer, the teacher must have received at least a proficient evaluation for each of the last two (2) summative evaluations. All requests for a transfer for the next school year must be submitted on or before March 1. The Superintendent or designee shall create and maintain a centralized list for all transfer requests and will notify all applicants in writing if the transfer has been granted or denied. When the certification(s), qualifications, merit, and ability (including performance evaluations, if available) are judged to be equal, only then will seniority be the determining factor for the position. At the request of the teacher, a conference with the appropriate Assistant Superintendent will be arranged to appeal the transfer decision and the reason(s) for denial. It is the responsibility of the teacher to withdraw his/her request in writing if he/she does not wish to be considered for a transfer. The final decision to grant or deny a transfer request shall remain with the Administration and is not subject to the grievance procedure.

After the March 1 deadline referenced in the previous paragraph has passed and transfers based on the previous paragraph relevant to the vacant position have been approved or denied, any educator may file a request to fill a posted vacancy and such requests shall be given consideration before any final decision is made to fill the vacancy with an applicant from outside of the District; provided that, to be considered, the request must be received in writing by the hiring administrator within five (5) school days of the date the notice is posted. When the qualifications of two or more applicants for voluntary transfer to a position are judged to be relatively equal by the Administration, seniority shall be considered.

An educator who requests transfer to a particular position must accept the position if it is offered. Such transfers will be made effective at the start of the next school year. Notice of final action will be given to all applicants for the position. A vacancy resulting from selection of a current staff member to fill a posted vacancy will be subject to this Section unless fewer than ten (10) school days remain between the date of such selection and the end of the school term.

11.19. REDUCTION IN FORCE AMONG EDUCATORS

Reduction in force is defined as a decision of the Board to decrease the number of educators employed by the Board or discontinuance of some particular type of teaching (program) service for reasons other than disciplinary. Educators are directed to the ISBE website (www.isbe.net) for information regarding the process. Educators laid off shall receive written notice that the action is in the nature of an “honorable dismissal”.

1. Notice of layoff shall be given to the Association at least thirty (30) days prior to the administrative recommendation to the Board (and in any event prior to March 15); the notice shall identify the educators to be laid off or positions to be discontinued. Within fifteen (15) days after said notice is given, the Association may request a meeting with the Superintendent for the purpose of presenting alternatives to be considered by the Board.
2. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the educators so removed or dismissed so far as they were placed in Groups eligible for recall in Groups 3 or 4 as currently defined by law and so far as they are legally qualified to hold such positions (School Code of Illinois, 105 ILCS 5/24.11 and 105 ILCS 5/24.12)
3. If required by law, a Joint RIF Committee will be formed.

11.20. FACILITIES PLANNING

A committee will be appointed jointly by the Association and Administration to provide input and feedback in the facilities planning process. The committee will provide input during the programming phase. The committee will have the opportunity to provide comment during the design phase of the planning.

11.21. SUMMER SCHOOL AND EVENING SCHOOL APPOINTMENTS

The District Administration shall cause to be posted electronically a listing of available summer school and evening school positions. Such posting shall be made prior to the appointment of an individual to the position in relation to which the posting is made.

In cases where two (2) or more applicants possess relatively equal qualifications to meet the requirements of summer school or evening school positions, as determined by the Superintendent of Schools or designee, preference normally will be given to applicants who currently are employed by the District during the regular school term.

ARTICLE 12

PART-TIME ASSIGNMENTS

12.1. TENURED EDUCATORS

A full time tenured educator may request a reduction to a part-time position for a period of one (1) year. At the sole discretion of the Board, such a reduction may be granted without loss of tenure. After one (1) school year, the educator will return to full-time employment, apply for a one (1) year extension of part-time employment, or resign. Employment of a tenured educator as a part-time educator will be subject to the following:

1. Insurance benefits will be prorated for FTE (Full Time Equivalence).
2. The Board reserves the right to terminate any part-time assignment for the following year.
3. In the event that lay-offs become necessary, personnel assigned part-time will be subject to lay-off in accordance with the same rules and guidelines as applied to those in full-time assignment.
4. Any educator desiring to continue a part-time assignment beyond one (1) full school year, must provide written notice to the Superintendent or designee no later than February 1 of the part-time year.
5. Part-time personnel will advance on the salary guide when the percentage of time worked meets one (1) year of full-time equivalent experience. Any overage shall be credited towards the next full year.
6. The decision to grant or deny such request shall not be subject to the grievance process and shall be subject to the requirements determined by the Board.
7. Part-time educators shall be expected to be in attendance on all Institute Days, SIP Days, and Parent-Educator Conferences in their entirety. Attendance at PLC Meetings, Professional Learning Days, IEP Meetings, Data Sharing / RTI Meetings and other employee duties will be agreed upon, planned, and coordinated with the immediate supervisor taking into account the personal needs of the educator, the educator's part-time status, and requirements of the position. This attendance will be without additional compensation. If the immediate supervisor and educator cannot come to an agreement, the Superintendent or designee will make the decision in consultation with the Association President.

12.2. NON-TENURED EDUCATORS

1. All part-time personnel with degrees and licenses hired on a regular basis for teaching duties shall be covered by all articles of this Agreement except those pertaining to tenure status and insurance provisions where the issuing Company will not include such personnel in the group.
2. Part-time personnel will advance on the salary guide when the percentage of time worked meets one (1) year of full-time equivalent experience. Any overage shall be credited towards the next full year.
3. Employment of part-time personnel will be restricted to those positions that cannot reasonably be assigned to a full-time educator.
4. Part-time educators shall be expected to be in attendance on all Institute Days, SIP Days, and Parent-Educator Conferences in their entirety. Attendance at PLC Meetings, Professional Learning Days, IEP Meetings, Data Sharing / RTI Meetings and other employee duties will be agreed upon, planned, and coordinated with the immediate supervisor taking into account the personal needs of the educator, the educator's part-time status, and requirements of the position. This attendance will be without additional compensation. If the immediate supervisor and educator cannot come to an agreement, the Superintendent or designee will make the decision in consultation with the Association President.

12.3. PART-TIME EDUCATOR SUPERVISION

All part time educators shall be assigned supervisory duties on a pro rata basis.

ARTICLE 13

CLASS SIZE / WORKLOAD

13.1. PUPIL-EDUCATOR RATIO

It is recognized by the Board and the Association that the pupil-educator ratio is an important aspect of an effective program. Therefore, both parties agree to keep class sizes at an acceptable number as dictated by the guideline below.

13.2. ELEMENTARY CLASS SIZE

1. The recommended guideline for elementary school class sizes is 24-27 students per class.

An enrollment assistant will be provided at 3.0 hours per day for each class that meets the following criteria, based on the official 6th day enrollment count:

Grades K-3: 27 or more students
Grades 4 and 5: 28 or more students

If the administration deems it feasible, an enrollment assistant may be provided for classes that do not meet the above enrollment.

Allocation of the enrollment assistants' time in a building will be determined by the mutual agreement of the affected classroom educator and the building principal. If the educator and principal cannot reach a mutual agreement, the time will be split equally between the educator individually and the building as a whole.

In the event of unanticipated growth in the existing boundaries of any elementary school during a year, class sizes may be temporarily increased.

2. These provisions will also apply to the specials educators in art, music, and physical education.
3. Classes for special education will be in keeping with the state regulations. The Administration will attempt to keep the in-program classes at no more than two grade levels unless enrollment makes this unfeasible.
4. The recommended guideline for class size for an early childhood blended classroom is 14-15 per class. In the event of unanticipated growth in the number of students qualified for early childhood, class sizes may be temporarily increased.

13.3. ELEMENTARY SPECIALS

1. The specials educators in the elementary schools (art, vocal music, and physical education) will follow the instructional time guidelines as defined in section 11.9.
2. To the extent practicable, elementary principals will develop a specials schedule that takes into account feedback from specials teachers and classroom teachers before finalizing the schedule for the school year.
3. Elementary vocal music specialists are expected to have two (2) "after school hours" music productions each year for each school for which they provide instruction. In the event that a music specialist needs to provide more than two (2) such programs at a particular school, they will receive a stipend as designated in Appendix "B" Differentials. The additional programs must be approved in advance by the building principal with notification to Human Resources.

13.4. HIGH SCHOOL AND MIDDLE SCHOOL CLASS SIZE

1. The following refers to MATHEMATICS, SOCIAL STUDIES, SCIENCE, LANGUAGE ARTS (ENGLISH), ART, MUSIC (not including performing groups), FAMILY AND CONSUMER SCIENCE, TECHNOLOGY EDUCATION, BUSINESS EDUCATION, DRIVER EDUCATION, HEALTH, AND FOREIGN LANGUAGE:

As recommended guidelines:

- a. 24-27 students per class.
- b. An educator load of 125 students in five (5) classes.

2. The following refers to PHYSICAL EDUCATION:

As recommended guidelines:

- a. 35-38 students per class.
- b. An educator load of 175 students in five (5) classes.

3. Class size for SPECIAL EDUCATION classes will be in keeping with state regulations.
4. Ordinarily the number of students shall not exceed the number of stations available. Exceptions may be made when demand for a course does not justify the establishment of another section or when educational needs may be satisfied.
5. The following recommendations will be made for STUDY HALL SUPERVISION: A maximum of sixty (60) students per educator. If more than sixty (60) students are assigned to a study hall, an additional educator shall be assigned to assist in supervision.
6. It is recommended that no educator teach six (6) classes. In the event that an educator teaches six (6) classes, he/she shall be paid an additional one-sixth (1/6) of his/her salary and shall be released from supervision.
7. A list of class sizes for each middle school and high school teacher will be provided to the Association at least three (3) weeks before all educators report. The purpose of this shared information shall be to identify areas of concern and so that such concerns can be addressed in advance of the start of the school year.
8. If the educator feels the above guidelines are being seriously exceeded to the detriment of the learning situation, that educator may initiate a plan of action to relieve the situation. Such plan should be worked out in conjunction with the appropriate administrator, the educator and the Association. In the event any educator or Association cannot work out a plan with the appropriate administrator, such educator may submit a plan directly to the building principal. If resolution cannot be reached, the administration will put the plan into effect or offer alternatives until resolution has been reached.
9. Where the above guidelines are exceeded and resolution cannot be reached at the building level, both parties shall convene an ad-hoc committee comprised of two Administration and two Association members of the Joint Leadership Team. This committee will meet within 20 school days to seek a mutually agreed upon resolution. A summary of the discussion will be provided to the Board for information.

13.5. MODIFIED INSTRUCTION METHODS

The foregoing provisions (Sections 13.2, 13.4) are not intended to apply under circumstances where traditional methods of instruction are discontinued in favor of so-called large group instruction, differentiated staffing, team teaching or similar usages of professional skills in order to upgrade the quality of the education program.

Such changes shall in all cases be preceded by appropriate consultation between the affected staff members and the Administration in relation to the impact on workloads as compared with impact upon the educational program.

13.6. SPECIAL EDUCATION PLACEMENT SERVICES

Both the Board and the Association recognize the extent to which education must be appropriate to meet each student's unique needs. Options on the continuum of services is at the sole discretion of the Board.

1. In placing students in general education classrooms, including mainstreaming students, the following will be considered:
 - a. Class size
 - b. Need for teacher assistant
 - c. Classroom composition
2. When students with special education needs are included in the special education environment, educators will implement the IEP in their classroom as per all state and federal regulations. In so doing, each educator can request the following of the building principal or designee to assist with IEP implementations, including but not limited to:
 - a. Transition meeting(s) with the principal or designee to prepare for transition of a student with special needs into the classroom if the change is anticipated prior to the start of the school year. If the student moves, or is moved into the classroom mid-year, the educator can request such a meeting to assist in the transition as close to the student's placement in the classroom as possible.
 - b. Collaboration meeting(s) in cooperation with the principal or designee including other team members appropriate to address specific needs as well as the implementation of the IEP of a student in his/her classroom.
 - c. Student Services Team meeting(s) or problem solving meeting(s) to address concerns about the implementation of the IEP for a student or other issues arising out of this implementation within the context of the classroom.
 - d. IEP meeting(s) to review the needs of a student and to determine whether goals and objectives should be changed, added, or deleted as well as to consider whether other supports or services, reduced class size, a teacher assistant, or a different placement should be considered.
 - e. Consultation with other building, district, or outside experts as determined by the principal or his/her designee.
 - f. Specific support, professional learning, training, or other support services believed necessary to implement the IEP according to the consensus of the IEP team.
3. The Board and Association agrees to indemnify and hold harmless educators against any damages, fines or legal fees that may result as a consequence of implementing inclusionary programming which is not covered by insurance. Exceptions shall include negligence and noncompliance with the Illinois School Code and the State Board Rules and Regulations.

13.7. SPECIAL PUPIL PROGRAM

The parties recognize that students with specialized concerns may have a significant impact on teaching and learning in the classroom. In the event an educator believes that a child with specified individual concerns is having an adverse impact, the educator may request a meeting with the principal or the principal's designee to discuss possibilities for alleviating those concerns. If the educator's concerns have not been alleviated in this manner, the educator may bring those concerns to the appropriate district level administrator for review.

The Board and the Association shall maintain the Student Services Council. The Council shall be composed of up to four (4) members appointed by the Association President and up to four (4) members appointed by the Superintendent. The Council shall:

1. Meet quarterly.
2. Dialogue regarding delivery of student services.
3. Consider concerns regarding delivery of services and workload.
4. Discuss options for issues brought to the Council and forward options to administration for consideration as appropriate.
5. Consider available resources.
6. Consider professional development needs.

The Board and the Association agree as follows regarding workload for Student Services Individuals:

1. All special education classroom teachers shall be granted one (1) day of release time each year to prepare for annual review IEP meetings. An additional release day may be requested, if needed, and may be approved at the sole discretion of the principal or designee. Any release time will be pro-rated for part-time educators.
2. Case managers of students with IEPs may request up to fourteen (14) hours of time prior to the first day of school, paid at the operational rate, to prepare to meet student needs and implement the IEP and accommodations, if needed. This request may be granted at the sole discretion of the administration.
3. Certified school nurses shall receive up to forty (40) hours of time as needed, compensated at the hourly operational rate, in order to prepare for the opening of the school year. Part-time nurses will have pro-rated hours based on FTE. The hours shall be arranged through the building principals responsible for the work. A time sheet describing work performed will be presented by the certified school nurses.
4. In the event an IEP meeting or 504 meeting that requires a notice goes more than thirty (30) minutes beyond the routine expectation of at least twenty (20) minutes before the published starting time and twenty (20) minutes after the published ending time of the assigned school, the educator shall be paid at the operational rate for each one-half (1/2) hour segment.

13.8. COUNSELORS

Each middle school counselor will have a maximum load of 500 students. Each high school counselor will have a maximum load of 375 students.

13.9. SOCIAL WORKERS

Social workers at the elementary and middle school levels will have a maximum load of 500 students. At the elementary level, students in identified programs will count as five (5) for the purposes of the maximum load. This section takes effect in the 2020-2021 school year.

13.10. CLASS SIZE REVIEW COMMITTEE

Building principals shall meet with representatives of teaching staffs in May to review projected enrollments and staffing needs for the coming school year. The purpose of these meetings shall be to identify areas of concern. Such concerns shall be reported to the Superintendent and the Association President. These concerns shall be part of the agenda for the quarterly Joint Leadership meeting to be held at the end of the year.

ARTICLE 14

CURRICULUM

14.1. CURRICULUM DEVELOPMENT

The cycle for curriculum development will include opportunities for input from staff and citizens. The actual development of curriculum will be carried out by Administrators and educators and submitted to the Superintendent for consideration. The Superintendent will then submit the curriculum to the Board for approval.

14.2. FUNDING

The staff of the department designated as an area for curriculum development and the administration shall cause to be prepared and submitted to the Board a detailed budget for funds necessary to implement the project, together with a detailed outline of the area to be reviewed and the goals sought to be achieved.

14.3. EDUCATION PROGRAM

The District will provide materials and in-service or staff meeting time to develop and implement educational programs as deemed appropriate by Administration. The District will reimburse educators for expenses incurred by such educators in developing these programs, provided such expenses have been approved in advance by the building principal.

ARTICLE 15

LEAVES

15.1. DUTY-CONNECTED DISABILITY

1. Each educator is covered by the Illinois Workers' Compensation Act and the District is subject to provisions thereof;
2. Any educator who suffers an occupational injury in the course of employment by the Board, is adjudged to have incurred a temporary total disability as defined in the Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from the District as follows:
 - a. Workers' Compensation benefits received by the educator will be supplemented so that the Workers' Compensation benefit and the supplement equal ninety percent (90%) of regular salary;
 - b. The supplement will parallel the period of compensation to a maximum number of days equal to the educator's number of accrued sick leave days at the time of injury, less the number of days in relation to which the supplement has been paid for prior injuries;
 - c. There will be no deduction from sick leave in relation to the supplement;
 - d. The benefit stated herein will parallel the provisions of the Workers' Compensation Act relating to commencement and applicability of the benefit.

15.2. FAMILY MEDICAL LEAVE

Educators are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to twelve (12) work-weeks of unpaid family and medical leave during any rolling twelve (12) month period in accordance with the FMLA.

An employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period of up to twelve (12) work-weeks. The District shall not require the employee to substitute accrued paid leave to all or any portion of the leave.

15.3. JOB SHARE LEAVE

1. Policy. Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured educators who have been employed by District 303 for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured educators at the sole discretion of the Board. The goal of a job sharing arrangement is to provide benefits to all parties involved: educators, students, and parents in District 303.

2. Procedures. The Job Share Proposal Form can be found on the District website under Human Resources. Following notification of the principal of the intent to apply for a job share leave, the educator(s) proposing the leave shall forward the plan to the Superintendent or designee for consideration and potential recommendation to the Board. The Superintendent or designee shall formulate the recommendation in consultation with the principal. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. The district shall notify the applicant(s) of disposition regarding requested leave by April 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board no later than March 1 of the year before they wish to job share. The Application shall specify the proposed nature and structure of the job sharing arrangement and shall specify that both parties understand that they will only receive a pro rata share of benefits. Job Share educators shall be expected to be in attendance on all Institute Days, SIP Days, and Parent-Educator Conferences in their entirety. Attendance at PLC Meetings, Professional Learning Days, IEP Meetings, Data Sharing / RTI Meetings and other employee duties will be agreed upon, planned, and coordinated with the immediate supervisor taking into account the personal needs of the educator and requirements of the position. This attendance will be without additional compensation. If the immediate supervisor and educators cannot come to an agreement, the Superintendent or designee will make the decision in consultation with the Association President.

Educators in job share arrangements shall both work the first three (3) student attendance days of school as well as the last student attendance day without additional compensation.

The educators who are in a job sharing position must notify the Board no later than February 1 if they wish to continue in the job sharing position. The Board may require that an educator return to full time teaching by giving notice no later than April 1.

3. Salary Credit Allowable. Participants in job sharing leave positions shall be placed appropriately on the educator's salary schedule and salaries shall be pro-rated according to the time worked. Educators in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a fifty percent (50%) job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position). Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked.

4. Length of Leave. The length of a job sharing leave shall be for one (1) year and may be renewed by the Board if a request to renew is made by the participants prior to February 1. Participants in job sharing leave positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.
5. Insurance. Educators participating in the job sharing program shall be eligible for insurance benefits. The Board's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing educator. The job sharing educator shall pay the balance of any premium via payroll deduction. Educators would be eligible for the same insurance coverage they had during their last year of full-time employment.
6. Return From Leave. Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. Upon return, the educator(s) shall be returned to the first equivalent position that becomes available in accordance with existing policy and practice, or, in lieu of that, shall be continued on job sharing leave.
7. Sick Days/Personal Leave Days. Sick days and personal leave days shall be provided in proportion to the time worked.
8. Substituting. It is the preference of the Administration that job share partners arrange to substitute for each other, though it is not mandatory. Educators in job share arrangements will be given the first opportunity to substitute for each other for occasional or long-term absences.

In the case of an extended absence exceeding ten (10) consecutive school days, the other educator in the arrangement shall have the first opportunity to assume the full time position within twenty (20) days. If an educator does take over the full time position, he or she will receive salary and benefits reflecting full time status.

Should an educator in a job share arrangement leave during the school year, the other educator in the arrangement shall be given the first opportunity to assume the full time position within twenty (20) school days, and shall receive full time salary and benefits.

15.4. PARENTAL LEAVE

Requests for unpaid leaves of absences in relation to parenthood shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that because of the predictable, volitional and/or avoidable aspect of parental leave (as distinguished from disabilities arising out of or because of pregnancy) all requests for leaves of absence in relation to parenthood shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the program of education. Request for non-FMLA parental leaves require Board approval.

An educator on parental leave shall notify the District by certified mail of his/her firm intention to return to the District following the parental leave by March 1 of the parental leave year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval letter sent to the educator after the leave is approved by the Board.

Upon return from parental leave as provided above, an educator shall be restored to the longevity step on the salary guide occupied by the educator prior to commencement of such leave; provided however, that should the leave commence following the beginning of the second semester, and the educator is otherwise eligible for advancement, such educator shall be deemed to have qualified for advancement by one (1) step on the salary guide.

Educators on parental leave cannot work in a position within or outside the District requiring a teaching license (or an equivalent non-public position). Educators who are believed to have violated this section of the contract shall be notified in writing and given an opportunity to respond. If the educator is determined to be working in a prohibited position, the educator will be considered to have resigned from their position with the District.

An educator granted unpaid parental leave may make arrangements during such leave to continue hospitalization and life insurance as provided for in this Agreement at his/her own expense. All persons returning from parental leave shall be returned to an equivalent position.

15.5. PROFESSIONAL IMPROVEMENT LEAVE

Educators with tenure shall be eligible for a leave of absence, without pay, for the purpose of professional improvement, subject to the following:

1. Each leave of absence shall be for a period of not more, than one full school term. The Board may permit a leave for less than one year when such a leave will not significantly impact the education program. Upon return from such leave an educator shall be restored to a position for which he or she is qualified.
2. Up to two percent (2%) of the educators may be on leave of absence at any time, exclusive of educators on sabbatical leave.
3. An educator seeking a full year leave of absence shall file an application with the District not later than February 1 preceding the school term in which the leave is taken. The application shall include an outline of the activities for which the leave is requested together with a statement concerning the extent to which such activities will improve the educator's professional competence.
4. An educator on a full year leave of absence shall notify the District by certified mail of his/her firm intention to return to the District following the leave of absence by March 1 of the leave of absence year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form that is signed by the educator and appropriate administrator at the time of approval of the leave.
5. An educator seeking less than a full year leave of absence shall file an application with the District not later than six months preceding the start date of the leave. The application shall include an outline of the activities for which the leave is requested together with a statement concerning the extent to which such activities will improve the educator's professional competence.
6. Applications for leave of absence shall be filed with the Superintendent and final approval thereon shall rest with the Board. In cases where more than two percent (2%) of the educators seek leave of absence at the same time, selection shall be based upon relative merit of the programs submitted as related to the educational program of the District; where the programs have relatively equal merit, selection shall be made on the basis of the greater length of service to the District.

15.6. RELIGIOUS HOLIDAYS

Educators are entitled to religious holiday leave and informed of their rights under the Illinois Human Rights Act. Procedures for seeking release can be found on the District website.

15.7. SABBATICAL LEAVE

Sabbatical leaves shall be granted for a period of either one (1) school year or one (1) semester by the Board for the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff of District #303.

1. Eligibility. Educators who have satisfactorily completed at least seven (7) consecutive full-time years of service in District #303 may apply for a sabbatical leave. After taking a sabbatical leave, a person may not apply for another one until he/she has again satisfactorily completed seven (7) consecutive full-time years of service.
2. Purposes. A sabbatical leave may be granted to permit a person to engage in advanced study, research, travel, or other purposes designed to improve the school system.
3. Procedure. A written plan for use of the sabbatical leave is to be submitted to the Sabbatical Leave Selection Committee by November 1 of the year proceeding the year the leave will be taken. The applicant will receive written notification of approval or rejection by the Committee by February 15. The Superintendent shall present the final applicants recommended by the committee to the Board for its approval.
4. Sabbatical Leave Selection Committee. This committee shall be composed of the Superintendent, an Assistant Superintendent, one (1) principal, and two (2) classroom educators. The principal and educators shall be appointed by the President of the Association, with the approval of the Association's Executive Council (or equivalent). The principal and educators shall serve three (3) year staggered terms. A chairperson shall be selected by the Committee members at the first meeting each year. The conditions governing selection of applicants shall be established by the members of the Sabbatical Leave Selection Committee.
5. Number of Persons Allowed Sabbatical Leaves. Not more than one percent (1%) (or major fraction thereof) of the total staff shall be granted sabbatical leaves during any one school year.
6. Compensation. During the period of sabbatical leave, a person shall receive seventy-five percent (75%) of his/her scheduled salary which he/she would receive that year if he/she were in actual service. If a person has a sabbatical leave for one (1) semester, he/she shall receive seventy-five percent (75%) of the salary he/she would receive during that period.

The salary of the applicant will be paid in the same manner and at the same time that the applicant would normally be paid if he/she were in actual service. The applicant shall receive the same insurance coverage that he/she would receive if he/she were in actual service that year.

The Board shall pay his/her contribution to the Illinois Teachers' Retirement System as specified by law.

7. Obligations of Applicants. Before a leave is granted, the applicant shall agree in writing that he/she will return to service in District #303 for at least one (1) year. If he/she does not return, he/she must refund all money received from the Board unless such return and performance is prevented by illness or incapacity. If the person does not return to the District, he/she shall refund the money in twelve (12) monthly installments beginning with the new school year. While on sabbatical leave, a person shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave was granted and approved.
8. Obligations of the Board. Upon expiration of a sabbatical leave, a person who has complied with the conditions of the leave shall be returned to a position equivalent to that formerly occupied.

A person shall be credited with teaching experience for such period of leave, and upon return he/she shall be placed on the salary schedule at such step as though he/she had been in actual service.

15.8. SICK LEAVE

Every educator shall receive fifteen (15) days per year for sick leave usage as provided for in the Illinois School Code. Sick leave for part-time educators will be prorated. After the educator has served in a full time teaching position for nineteen (19) years or the equivalent of nineteen (19) years of teaching service, in the District, the educator shall receive eighteen (18) days of sick leave each year thereafter. If an educator or other employee does not use the full amount of annual sick leave allowed, the unused amount including leave for the current year shall accumulate at full pay without limit.

Sick leave shall be granted for personal illness, quarantine at home, or serious illness or death in the household of the educator's residence or in the immediate family.

Immediate family shall include parents, spouse, brothers, sisters, children (including step children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Educators may use no more than three (3) days of accumulated sick leave for bereavement purposes per incident for individuals who are not indicated in the list above.

Three (3) of the above sick leave days, at full pay, may be used for personal business. It is understood that the educator shall notify his/her principal of the intended absence at least three (3) days in advance, except in case of emergency. Personal leave may not be taken contiguous to a holiday, unless required to appear in court and documentation is provided to validate this requirement. In the event an educator has a need to utilize a personal day contiguous to a holiday for an emergency situation or a situation beyond the control of the educator, s/he may request a personal day be granted contiguous to a holiday. The educator must state the specific reason for the request, give as much advance notice as possible, and provide appropriate documentation. The decision whether to grant the request shall be at the sole discretion of the Superintendent or designee. The decision shall be non-precedential and shall not be subject to the grievance procedure or any other judicial process.

The continuing liberalization of sick leave benefits is not to be construed as anything but expanded insurance protection for loss of income due to genuine personal disabilities. The contract is not intended to limit the District's responsibility to deter abuses or illegitimate absenteeism through appropriate personnel action where necessary; nor is the Agreement intended as a guarantee of employment for persons physically unable to discharge their responsibilities on a regular and efficient basis.

15.9. SICK LEAVE BANK

The sick leave bank shall consist of the accumulation of contributed sick leave days from educators. Every new educator shall donate one (1) sick day to the Sick Leave Bank and be a participant of the Sick Leave Bank in the school year he/she is first employed by the district. Enrollment and participation in the Sick Leave Bank shall be voluntary thereafter.

In the event the bank is depleted to less than 250 days, every participant in the sick leave bank shall contribute one (1) additional day. All days contributed to the sick leave bank shall be deducted from the accumulated sick leave days that the individual participant has.

The bank shall be administered by a committee of educators appointed by the Association President. This committee shall decide on individual applications for withdrawal of days from the bank according to the guidelines developed and implemented by the Association. Those guidelines shall include the following:

1. The educator shall have exhausted his/her individual accumulated sick leave.
2. The maximum days awarded on an illness or injury shall be ninety (90) days.
3. The use of the sick leave bank may be used for the employee only.
4. Sick leave days that have been unused by members may not be donated at the termination of employment for retirement or any other reason.

The Sick Leave Bank brochure, rules, regulations, and application can be found on the SCEA website or by contacting the SCEA President.

The Association shall provide to the Human Resources Office a roster of Sick Leave Bank participation and shall notify the Human Resources Office of its decisions regarding the granting of days from the sick leave bank. The Administration shall cooperate with the Association in keeping track of the total number of sick leave days in the sick leave bank. The Administration shall notify the Association President of the total number of sick leave days in the sick leave bank at least quarterly.

The Administration shall receive the applications to use the sick leave bank and forward them to the chair of the Sick Leave Bank committee. It shall be the responsibility of the Association to determine if the application is complete.

The Association shall defend and indemnify the Board in any action or complaint arising from the establishment and use of the Sick Leave Bank.

ARTICLE 16

COMPENSATION

16.1. SALARIES

The 2019-2020 salary schedule shall be shown in Appendix A.

- 2019-2020 - Educators on schedule shall advance one full step within the new salary schedule, excluding those educators off the salary schedule, National Board Certified Plan A, or those participating in the Local Retirement Incentive; Full Lane Movement; base increase equal to the CPI-U reported in January 2019 plus 2.35% for a total of 4.25%. Educators who are off schedule (20+), excluding National Board Certified Plan A educators, shall receive an increase as detailed in Section 16.1.1.
- 2020-2021 - Educators on schedule shall advance one full step within the salary schedule, excluding those educators off the salary schedule, National Board Certified Plan A, or those participating in the Local Retirement Incentive; Full Lane Movement; base increase equal to the CPI-U reported in January 2020 plus 1.15% with a minimum CPI of 0.0% and a maximum CPI of 4.0%. Educators who are off schedule (20+), excluding National Board Certified Plan A educators, shall receive an increase as detailed in Section 16.1.1.
- 2021-2022 - Educators on schedule shall advance one full step within the salary schedule, excluding those educators off the salary schedule, National Board Certified Plan A, or those participating in the Local Retirement Incentive; Full Lane Movement; base increase equal to the CPI-U reported in January 2021 plus 0.5%, with a minimum CPI of 0.0% and a maximum CPI of 4.0%. Educators who are off schedule (20+), excluding National Board Certified Plan A educators, shall receive an increase as detailed in Section 16.1.1.

Starting in the 2019-2020 school year, the following “cells” in the salary schedule will be removed: BA/steps beyond 8, BA+8/steps beyond 9, BA+16/steps above 10, BA+24/steps beyond 13.

Educators who have attained steps above those listed above prior to 2019-2020 will receive the following pay:

BA: \$1,000 per year
BA+8: \$1,100 per year
BA+16: \$1,200 per year
BA+24: \$1,225 per year or the value in step 13, whichever is greater.

Educators who have not attained one of the listed cells prior to 2019-2020 will be held in the maximum cell until they earn credits to move to the next lane and will receive only the cell increases. Educators who are affected by this structure who are in the BA, BA+8, and BA+16 lanes who change lanes will receive a 3.1% increase. Educators who are in the BA+24 lane who move lanes will move to the step in the MA lane that is at least 3.1% greater than their current pay. Educators who are in the BA+24 lane who move beyond the MA lane will first move the step in the MA lane that is at least 3.1% greater than their current pay and then move to the appropriate lane beyond the MA lane.

Educator assignments outside of the regular school term of one hundred ninety (190) days but related to the regular term (excluding summer school and special projects which are separately budgeted) will be compensated on a per diem basis at the rate of 1/190th of the educator's contractual salary, based upon an eight (8) hour work day.

To be eligible for a year of experience credit in relation to the salary guide an educator must have taught ninety (90) or more teaching days during that year.

16.1.1. SALARY INCREASES FOR OFF-SCHEDULE (20+) EDUCATORS

Educators who are off schedule (20+) will receive an increase over their prior year salary based upon their lane in the salary guide. For 2019-2020, the longevity payments are listed below.

<u>Lane</u>	<u>Increase (Includes TRS)</u>
MA	\$2,101.00
MA + 8	\$2,166.00
MA + 16	\$2,233.00
MA + 24	\$2,303.00
MA + 32	\$2,374.00
MA + 45	\$2,447.00
MA + 60	\$2,523.00
PHD/EDD	\$2,602.00

For 2020-2021 and 2021-2022, the longevity payment will be the greater of the following, to be determined after the salary schedules for the affected years are calculated:

1. The difference between step 1 in the listed lane in the current year and step 1 in the prior year (e.g. MA/step 1 in 2020-2021 less MA/step 1 in 2019-2020)
- OR**
2. The amount listed below:

<u>Lane</u>	<u>Increase (Includes TRS)</u>
MA	\$1,600.00
MA + 8	\$1,700.00
MA + 16	\$1,800.00
MA + 24	\$1,900.00
MA + 32	\$2,000.00
MA + 45	\$2,100.00
MA + 60	\$2,200.00
PHD/EDD	\$2,300.00

Off-schedule educators who move one lane will receive an increase of 3.1%.

16.2. SALARIES IN EXCESS OF THE GUIDE

The salaries set forth in the salary guide are minimum salaries and the guide does not imply a limitation on the right of the Board to pay salaries in excess of the amount stated thereon in recognition of:

1. Exceptional professional effort in aid of the District's program of education;
2. Critical or unique skills required by the District;
3. Exceptional contributions to the field of education generally (e.g., research and publication), authorized in advance by the District, which enhance the District's reputation as an educational enterprise.

Consideration for special salary recognition as contemplated by this Section may be given at the inception of the educator, the building principal, or the administration; ultimate authority to approve or reject requests for special salary consideration shall rest with the Superintendent and the Board, and such action shall be final.

Formal notification of approvals for special salary consideration, including the name of the recipient, the amount of the salary, and the reasons therefore, shall be given to the Association President so that appropriate recognition may be given.

16.3. PAYROLL DEDUCTION

1. Dues Checkoff. The Board shall deduct from the regular paychecks of each educator hereof, the dues and assessments regularly and uniformly required by the Association as a condition of membership with written authorization of the educator. The deduction of dues shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. The authorization for the deduction of dues shall be revocable, upon written notification to the Association. The revocation shall be implemented as soon as possible. If an educator resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the educator's final paycheck. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made; other deductions authorized and made pursuant to this Section 16.3 shall be remitted to the payee within three (3) work days.
2. Indemnification. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.
3. Other Deductions. The District may deduct from educators' paychecks, upon request, designated sums for the following purposes:
 - a. Credit Union
 - b. Sheltered Annuities (403(b) or 457 plans)
 - c. Charity (United Fund)

Educators seeking the benefit of this convenience shall comply with Board policy regarding authorization, indemnity, and irrevocation. The items mentioned herein are not limiting of items for which checkoff authorization may be allowed. Monies deducted from the educators' paychecks shall be forwarded to the appropriate body within three (3) work days.

4. Payment of Salary. The District will upon receipt of a notice from the educator by March 1, pay in full the balance of that educator's salary owed for the remainder of the school term on the first paycheck in July of each year. The District will make the appropriate deductions and give an explanation of such deductions.
5. Twenty-Four Paychecks will be distributed as follows: The first paycheck will be issued on August 30 and issued on the 15th and the 30th day of each month thereafter with the exception of the second check in June which may be paid on the first business office workday in July. If other scheduled paydays fall on a weekend or holiday, payday will be the prior business office workday.

Educators who sign a contract after August 15 will receive 23 paychecks beginning on September 15.

16.4. DIRECT DEPOSIT

Educators are encouraged to use direct deposit to receive their payroll payments. Paper checks for educators who elect not to use direct deposit will be held at the Administration Center and will be available to be picked up in person no later than 8:30am on payday. Paper checks will not be delivered to school buildings or mailed home. If the Administration Center is closed on a payday, then the employee can make arrangements with Payroll to pick up the check elsewhere.

16.5. EMPLOYER ANNUITY MATCH BENEFIT

The District shall provide an employer match of annual salary up to the limits specified to a qualified individual's contribution to a 403(b) or 457 account. To qualify to participate in this account, the educator must meet the following requirements, based on TRS Tier I, Tier II, or Tier III status:

Definitions:

TRS Tier I Member: an educator who entered any Illinois retirement system prior to January 1, 2011.

TRS Tier II Member: an educator who entered any Illinois retirement system for the first time on or after January 1, 2011.

TRS Tier III Member: an educator designated as Tier III by TRS (not yet applicable as of April 2019).

Qualification for 1% Match

Tier I: Have completed 12 years of full-time service as an educator in District 303 and be in the MA lane or higher. (Note: educators who qualified for the match previously will continue to qualify.)

Tier II: Have completed two (2) years of full-time service as an educator in District 303.

Tier III: Have completed two (2) years of full-time service as an educator in District 303.

Qualifications for 2% Match

Tier I: Have completed 20 years of full-time service as an educator in District 303 and be in the MA lane or higher, and have accessed the 1% match for five (5) years.

Tier II: Have completed four (4) years of full-time service as an educator in District 303, be in the MA lane or higher, and have accessed the 1% match for two (2) years.

Tier III: Have completed four (4) years of full-time service as an educator in District 303, be in the MA lane or higher, and have accessed the 1% match for two (2) years.

Educators are advised to contact TRS to determine Tier status.

Once an educator qualifies for this account, the educator must give written notice to the Business Office between June 1 and August 1 of the school year that he/she wishes to establish an account. The funds in the account will not be added to the salary schedule. Upon retirement, or separation, the individual may withdraw the funds in the account, consistent with IRS regulations.

Notification should include the specific 403(b) or 457 account, using the form specified for this purpose. After the initial notification the employer match will automatically continue on an annual basis. In order to discontinue the employer match, the staff member must notify the Business Office between June 1 and August 1.

For payroll purposes, this employer match will be divided equally over the twenty-four (24) pay periods.

16.6. DIFFERENTIALS AND EXTRA PAY

The Schedule of Differentials is set forth in Appendix B. The Extra Pay Rate schedule is set forth in Appendix D.

16.7. DIFFERENTIAL COMMITTEE

A differential committee will be appointed no later than October 1st of each year. It is recommended that the Association and the Board will each appoint the following members to the committee:

- 2 high school representatives (one athletic and one non-athletic)
- 1 middle school representative
- 1 elementary school representative
- 2 general representatives (SCEA officer and central administrator)

The committee shall:

1. Make adjustments in differential category placements.
2. The following criteria will be used for placement and/or adjustments to the differential schedule:
 - Length and frequency of Season/Activity
 - Supervision responsibilities
 - Events/Contests
 - Intangibles (liability, community expectations, media, etc.)
3. Periodically review evaluative criteria for placement of differentials on the schedule.
4. May initiate a project to gather job descriptions of the various differential positions to help inform placement.

The above guidelines do not preclude the Board from creating or funding new positions on its own, provided the committee has the responsibility for determining placement of positions on the schedule and that the cost of such positions are not deducted from the negotiated budget.

Differential vacancies shall be posted as needed, per district guidelines. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the administration. Securing the most qualified candidate for a position shall be the primary concern.

Any advisor or teacher for any curricular or extra-curricular activity that requires additional time during the school day shall be asked to submit a summary of those tasks to the Differentials Committee. Based on data received in 2019-2020, the Differentials Committee shall submit a recommendation for criteria for receiving release period(s) that will be subject of the successor agreement.

16.8. EDUCATORS AS INTERNAL SUBSTITUTES

Any Pre-K through 12 educator who is directed by his/her immediate supervisor to substitute or supervise for another educator shall be paid at the rate equivalent to one-fifth (1/5) of the current regular substitute rate plus five dollars (\$5.00) per class period and one-fifth (1/5) the current regular substitute rate per hour for supervisory.

16.9. WITHHOLDING OF SALARY INCREMENTS

While the adoption of a salary schedule shall not serve to lower the basic salary of any educator, neither does it imply an automatic increase to all tenure members of the staff. An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase shall be interpreted as freezing the educator at his/her previous year's salary. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 15 that a salary freeze for said staff member is a possibility. A final notice of the freeze shall be given by May 1 of the school year preceding the freeze. The reasons for such action should be written after consultation with the staff member involved. Educators frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one step in the salary schedule upon showing evidence of satisfactory performance. At the discretion of the Superintendent of Schools, the educator who has been "frozen" and then demonstrates exemplary performance may be advanced two years on the salary schedule.

ARTICLE 17

BENEFITS

17.1. INSURANCE

The School Board shall contribute approximately ninety percent (90%) of the cost of employee coverage and approximately eighty percent (80%) of the cost of dependent coverage (effectively approximately eighty-five percent (85%) of the total cost) of hospitalization and major medical group insurance in effect within the District for all bargaining members eligible for this benefit. The insurance coverage shall include benefits for vision and dental insurance.

A \$25,000 term life insurance group policy is provided by the District.

The District offers a Section 125 insurance contribution sheltering plan. Any employee desiring to participate in such a plan must notify the District in writing by November 15 of the year prior to participation. Such election shall continue until revoked by the employee.

The Insurance Committee composed of the SCEA, SCESP, SCTM, and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to the Superintendent of Schools.

17.2. FLEXIBLE SPENDING ACCOUNT

1. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed the maximum allowable under the Internal Revenue Code. The amount elected shall be deducted from the employee's compensation. The plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
 - b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
 - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
5. Claims for reimbursement must be for services received during the plan year.
6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

17.3. MILEAGE

Mileage will be paid at the rate allowable by the Internal Revenue Service.

ARTICLE 18

RETIREMENT

18.1. RETIREMENT

In the event the law is changed regarding the use of retirement incentives, caps on contributions, or increased financial exposure by the Board, Section 18.2 will be suspended and the parties will agree to come back and bargain in good faith. The Board will not approve TRS Early Retirement Option (ERO) retirements.

18.2.A. LOCAL RETIREMENT INCENTIVE ($\geq 4\%$)

If the State TRS threshold for an accelerated payment ("penalty") is greater than or equal to 4% on January 15 of the notice year, then the following language is in effect:

Educators who have been employed by the District for the equivalent of fifteen (15) years or more as a full time certified educator at the time of retirement, who are eligible for a TRS annuity and choose to use the local retirement incentive, shall have their compensation, which would include the total of all creditable earnings, increased by four percent (4.0%) in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with the District, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child
- b. Life threatening illness of educator, spouse, or child as certified by physician
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

In the event the notice is revoked, the educator shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the educator over twelve (12) pay periods during the year of the revocation.

This amount shall be in lieu of all step and lane movement, as well as any additional payments or stipends, with the exception of those that are exempted by law. Pay for exempted activities per TRS guidelines shall not be subject to the local retirement incentive. No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to the TRS.

Participating educators are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. An educator's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Board eliminates the extra duty, the Board will make another duty available to the educator to earn the money lost by the educator. If the educator chooses not to perform the offered activity, the educator's salary will be reduced to reflect the reduced work. In the event the educator is removed for cause the educator shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

A post retirement severance payment shall be based on the following:

- a. Educators who have fifteen (15) years full time equivalent as a certified educator at the time of retirement and who give a four (4) year notice shall receive a lump sum payment paid at the rate of \$900 for each year of full time service up to a maximum of \$22,500.
- b. Educators who give three (3) years notice shall receive seventy-five percent (75%) of the amount, educators giving two (2) years notice shall receive fifty percent (50%) of the amount, educators giving one (1) year notice shall receive twenty-five percent (25%) of the amount, and educators who do not give notice shall not receive any post retirement payment.
- c. Educators may receive payment sixty (60) days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive one-half (1/2) sixty (60) days following the date of retirement and one-half (1/2) in the January following the date of retirement. The educator shall make the election in writing, by June 15th prior to the effective date of retirement.
- d. The educator shall be responsible for all taxes and payments required by law (which may be deducted by the employer at time of payment) that may be applicable to the post-retirement payment.

18.2.B. LOCAL RETIREMENT INCENTIVE (<4%)

If the state TRS threshold for an accelerated payment (“penalty”) is less than 4% on January 15 of the notice year, then the following language is in effect:

Educators are eligible for this retirement incentive under the following conditions:

- The educator has been employed by the District for the equivalent of fifteen (15) years or more as a full-time licensed educator at the time of retirement.
- The educator is eligible for a TRS annuity.
- The educator provides irrevocable notice of retirement with the District by March 1 prior to receiving benefits under this section (referred to as the base year).

Educators who select this local retirement incentive:

- commit to working for the District four (4) additional years.
- will have their compensation in their base year (the year that notice is provided) increased by \$2,000 plus the longevity step associated with the educator’s current lane (see section 16.1.1), which will be paid to the educator on June 15 immediately following the notice of retirement.
- will have their total compensation, which would include the total of all creditable earnings, increased by three percent (3.0%) in each of their final four years of service prior to retirement.

The irrevocable notice may be revoked subject to the following:

- a. Death of spouse or child
- b. Life threatening illness of educator, spouse, or child as certified by physician
- c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

In the event the notice is revoked, the educator shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the educator over twelve (12) pay periods during the year of the revocation.

This amount shall be in lieu of all step and lane movement, as well as any additional payments or stipends, with the exception of those that are exempted by law. Pay for exempted activities per TRS guidelines shall not be subject to the local retirement incentive. No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to the TRS.

Participating educators are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. An educator's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Board eliminates the extra duty, the Board will make another duty available to the educator to earn the money lost by the educator. If the educator chooses not to perform the offered activity, the educator's salary will be reduced to reflect the reduced work. In the event the educator is removed for cause the educator shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

A post retirement severance payment shall be based on the following:

- a. Educators who have fifteen (15) years full time equivalent as a certified educator at the time of retirement and who give a four (4) year notice shall receive a lump sum payment paid at the rate of \$900 for each year of full-time service up to a maximum of \$22,500. Educators who give less than four (4) years' notice shall have their lump sum payment reduced by an amount equal to the accelerated payment/penalty the District is required to pay as a result of TRS rules.
- b. Educators may receive a payment on November 30, January 30, or may split the payment and receive one-half (1/2) November 30 and one-half (1/2) January 30 following the date of retirement. The educator shall make the election in writing, by June 15 prior to the effective date of retirement.
- c. The educator shall be responsible for all taxes and payments required by law (which may be deducted by the employer at time of payment) that may be applicable to the post-retirement payment.

ARTICLE 19

PROFESSIONAL GROWTH

19.1. GENERAL REQUIREMENTS

All educators must recognize the necessity for showing professional growth in the area of the educator's classroom assignment. The evaluation process conducted between educator and supervisor must include a discussion of such growth as it relates to the particular educator. Lack of evidence of professional growth may be interpreted as lack of satisfactory performance; which, in turn, may result in withholding of salary increments under the provisions of Section 16.9 of this Agreement.

19.2. SALARY SCHEDULE CREDIT

Credit for movement on the salary schedule shall only be given for coursework from a district approved graduate degree program that is directly related to the educator's current assignment. Exceptions to this policy may be considered and granted by the Superintendent or designee at the sole discretion of the Administration.

Educators may take coursework outside their current assignment, but no credit will be given on the salary schedule when the coursework is completed. At such time that such educator might move into a position that matches the coursework, credit on the salary schedule will be given for the coursework if it is directly applicable to the new position.

19.3. APPLICATION AND TRANSCRIPT DEADLINE

- a. Requests for pre-approval of courses must be made prior to the first meeting of the course. See the Request for Approval of Courses form dated August 2013 for coursework approval guidelines on the district website.
- b. For 2019-2020: Official transcripts reflecting additional academic credits are due by November 15 and March 15. Salary adjustments will be reflected on the December and April checks and credit shall be retroactive to the start of the semester in which the evidence of academic credits is first presented.
- c. Beginning in 2020-2021: Official transcripts reflecting additional academic credits are due by November 15. Salary adjustments will be reflected on the December check and credit shall be retroactive to the start of the semester in which the evidence of academic credits is first presented.

19.4. PROFESSIONAL GROWTH COMMITTEE RECOMMENDATIONS

Questions arising in connection with professional growth under this section may be appealed to an ad hoc committee composed of four (4) members appointed by the Association and three (3) members appointed by the Administration. The Committee shall, after reviewing the matter, make a recommendation to the Superintendent in relation to the appropriate disposition. The Committee may consider requests for professional growth credit based on non-academic work in the area of the educator's assignment. The Committee may make recommendations to the Superintendent in regard to approval of academic credit for salary purposes.

19.5. CREDIT APPROVAL

The Superintendent or designee shall make the decision regarding salary schedule credit for non-academic work, undergraduate courses, in-district staff development training, and professional organization staff development training. In each instance, the district policy of graduate credit hours will be used as a minimum guideline for any credit approved.

19.6. NATIONAL BOARD CERTIFICATION

Plan A (will phase out by 2022-2023 school year): For an educator who has earned the National Board for Professional Teacher Standards (NBPTS) Certification by August 23, 2013, after the completion of an approved Master's degree, the educator shall be advanced to the Ph.D./Ed.D. salary schedule lane for the duration of the National Board Certification. All educators who earned NBPTS prior to August 23, 2013 and advanced to the Ph.D./Ed.D. salary schedule lane shall be frozen at their 2012-2013 step until their NBPTS Certification expires or until their service year and level of education exceed the amount of their 2012-2013 step. All NBPTS educators in Plan A shall receive only the base increase. Upon the renewal of an educator's NBPTS Certification, the educator shall return to his/her respective step (including all steps lost while frozen) and lane based on criteria within the contract in effect at that time and move to Plan B. In no case shall an NBPTS educator's new step and lane placement be below his/her current level of compensation. If an educator's NBPTS certification expires without renewal, he/she shall return to his/her respective step (including all steps lost while frozen) and lane based on criteria within the contract in effect at that time.

Plan B: In the event an educator earns the National Board for Professional Teacher Standards (NBPTS) Certification after August 23, 2013, after the completion of an approved Master's degree, the educator shall receive a stipend of \$1000 per semester. Proof of a valid NBPTS designation on your Professional Educator License (PEL) is due by November 15 or March 15. First semester stipend payments shall be made on December 30. Second semester stipend payments shall be made on April 30. NBPTS Plan A Educators may voluntarily choose to be placed on their respective step and lane (based on current contract and their years of service and education level) and receive said stipend. Such an election shall be irrevocable.

If no NBPTS program exists for an educator's specific subject area, the educator may submit a program for consideration to the Superintendent or designee. The standard of the alternative program in consideration must meet or exceed the NBPTS benchmarks and level of rigor and have research based evidence that the program has a positive impact on student performance. The final decision about approval of alternative programs rests with the Superintendent or designee and is not subject to the grievance procedure. If approved, the above stipends shall apply for the duration of the certificate/license, not to exceed ten (10) years without renewal or reapproval. Upon renewal (not to exceed 10 years), the educator shall be required to demonstrate that s/he has maintained or improved the skills and knowledge previously demonstrated.

19.7. MENTOR PROGRAM

- a. All new probationary educators will participate in the induction and mentoring program. Educators will participate in a four (4) year program.
- b. Probationary educators returning to employment after a break in District 303 service may apply for a waiver of participation in the program by submitting their request to the Executive Director of Instructional Quality. Such waivers will be granted at the sole discretion of the Superintendent or designee.
- c. The professional learning component of the mentor program will consist of the New Educator Academy (2 credit hours) and a minimum of three (3) in-district classes, up to but not to exceed six (6) credit hours, at no cost to the educator. One course must be selected from the predetermined menu obtained at the New Educator Academy.
- d. All new probationary educators will be required to complete the professional learning component of the mentor program within four (4) years.
- e. Credit for the required in-district courses (up to 6 credit hours) and the New Educator Academy (2 credit hours) shall be applied toward salary schedule lane changes up to a total of eight (8) credit hours. If the educator completes a Master's degree after completion of these mentor credits these credit hours will "roll over".
- f. Mentors and Specialty Mentors must participate in ongoing mentor trainings.
- g. Ordinarily each Specialty Mentor will be assigned no more than six (6) probationary educators.
- h. Mentors are responsible for organizing and facilitating meetings, workshops and keeping documentation of completed program activities. Specialty Mentors are responsible for "job-alike" meetings and for keeping documentation of completed program activities.
- i. There shall be an ad-hoc Joint Mentoring Committee consisting of equal representation of Association members appointed by the Association President or designee and members from the Administration appointed by the Superintendent or designee that may meet as mutually agreed upon. Significant non-contractual changes in the Mentoring Program shall be recommended by the committee.

19.8. OFF-SITE TRAININGS

District salary credit, the workshop stipend, or mentor credit will be provided for educators who complete pre-approved off-site training that occurs primarily outside the school day, including, but not limited to, Project Lead the Way, Gateway to Technology, AVID, and AP Summer Workshops when said trainings are required by the District as a condition for teaching a course. This stipend or credit shall be paid or credited at the same rate as all other in-District coursework where approximately every fifteen (15) clock hours of class participation is equal to either one District salary schedule credit or the current stipend (includes TRS). Fractional credits are not allowed. If the educator requests in-District credit, the appropriate course fees will be paid by the educator. Educators are responsible for sending a copy of the Certificate of Completion to the Department of Instruction (or equivalent) to receive District salary schedule credit, stipend, or mentor credit.

19.9. REQUIRED PROFESSIONAL LEARNING COURSES

Educators can be required to attend one professional learning course every two years. Required professional learning courses are courses designated by a Curriculum Development Team (CDT) and the Executive Director for Instruction as essential for successful implementation of a curriculum or instructional change in the District. Educators who choose to receive a stipend for a required course instead of salary credit will receive a stipend equivalent to the operational hourly rate, where one credit hour is equivalent to fifteen clock hours. Educators can only receive this higher rate of pay for a district-required course once every two years.

ARTICLE 20

OCCUPATIONAL AND PHYSICAL THERAPISTS

20.1. MEETINGS AND NON-STUDENT DAYS

Occupational Therapist and Physical Therapist (“OT/PT”) Educators and principals will use the “reasonableness” standard described in Article 12 when determining participation in the various meetings that do not require notice. Attendance at meetings that require notice (e.g. IEP and 504 meetings) is expected.

20.2. LENGTH OF WORK DAY

OT/PT educator work days may differ by the day of the week, since the schools at different levels have different start and end times. The actual expected work day should be no longer than the work day expected for an educator who works in the school with the longest work day. (Example: High school work day is 7 hours 41 minutes, so a work day should not regularly exceed 7 hours and 41 minutes.) Plan time will align with plan time allowed for other school support personnel (e.g. social workers, psychologists, counselors, speech-language pathologists). As discussed in Section 20.1, the “reasonableness” standard described in Article 12 should be followed.

20.3. “TENURE” VS. “NON-TENURE/PROBATIONARY”

In all areas of the Agreement where educators with tenure and educators without tenure are addressed differently, OT/PT educators will be considered to be non-tenured educators. Because OT/PT educators do not have teaching licenses, they are not eligible to attain tenure.

20.4. REDUCTION IN FORCE

OT/PT educators will be ranked first by evaluation rating then by seniority to determine the order of reduction in force. For example, the OT/PT educator with the lowest previous summative rating and the least seniority will be dismissed first if a reduction in force becomes necessary. This procedure does not impair the District’s right to non-renew the contract of any OT/PT educator for any reason.

20.5. EVALUATION

OT/PT educators are included in the Licensed Educator Evaluation Plan, even though they are not “licensed educators.” OT/PT educators will follow the “probationary” evaluation steps for their first four full-time years of employment with the District and then will follow the “tenure” evaluation steps starting in year five (5) of employment with the District. Following the “tenure” steps does not imply that OT/PT educators earn tenure rights.

Non-District specialists may participate in observations and provide feedback concerning clinical competence through the use of the rubrics in the Licensed Educator Evaluation Plan. The non-District specialists and a District administrator shall observe the OT/PT educator together and both will be present at the resulting post-observation reflection conference as well. It is preferred that the non-District specialist observe with the OT/PT educator's evaluator, not the District Administrator.

A rating of Needs Improvement after the completion of four or more years of employment as a full-time OT/PT in the District will cause a District Professional Support Plan to be initiated. This plan will include the Awareness and Assistance phases only as there is not a state remediation plan for OT/PT educators. After completion of the Professional Support Plan, a summative rating of Unsatisfactory will result in termination of employment.

20.6. MENTORING

OT/PT educators will participate in the mentoring program as defined in the Agreement.

20.7. SALARY/PENSION

OT/PT educators are not eligible for TRS membership. OT/PT educators who are expected to work at least 600 hours per year are members of IMRF. The salary listed in the salary guide in the Agreement does not include the employee or employer contributions to IMRF. All references to "TRS salary" in the Agreement are not applicable to OT/PT educators.

APPENDIX A
SALARY SCHEDULES

2019-2020 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/EDD
1	\$45,613	\$47,026	\$48,484	\$49,987	\$51,537	\$53,134	\$54,781	\$56,480	\$58,231	\$60,035	\$61,896	\$63,816
2	\$46,613	\$48,046	\$49,554	\$51,212	\$52,987	\$54,634	\$56,331	\$58,080	\$59,881	\$61,735	\$63,696	\$65,716
3	\$47,613	\$49,046	\$50,624	\$52,437	\$54,437	\$56,134	\$57,881	\$59,680	\$61,531	\$63,435	\$65,496	\$67,616
4	\$48,613	\$50,046	\$51,694	\$53,662	\$55,887	\$57,634	\$59,431	\$61,280	\$63,181	\$65,135	\$67,296	\$69,516
5	\$49,613	\$51,046	\$52,764	\$54,887	\$57,337	\$59,134	\$60,981	\$62,880	\$64,831	\$66,835	\$69,096	\$71,416
6	\$50,613	\$52,046	\$53,834	\$56,112	\$58,787	\$60,634	\$62,531	\$64,480	\$66,481	\$68,535	\$70,896	\$73,316
7	\$51,613	\$53,046	\$54,904	\$57,337	\$60,237	\$62,134	\$64,081	\$66,080	\$68,131	\$70,235	\$72,696	\$75,216
8	\$52,613	\$54,046	\$55,974	\$58,562	\$61,687	\$63,364	\$65,631	\$67,680	\$69,781	\$71,935	\$74,496	\$77,116
9	\$53,008	\$55,046	\$57,044	\$59,787	\$63,137	\$65,134	\$67,181	\$69,280	\$71,431	\$73,635	\$76,296	\$79,016
10	\$54,308	\$56,061	\$58,114	\$61,012	\$64,587	\$66,634	\$68,731	\$70,880	\$73,081	\$75,335	\$78,096	\$80,916
11	\$55,641	\$57,435	\$59,281	\$62,237	\$66,037	\$68,134	\$70,281	\$72,480	\$74,731	\$77,035	\$79,896	\$82,816
12	\$57,007	\$58,343	\$60,733	\$63,462	\$67,487	\$69,634	\$71,831	\$74,080	\$76,381	\$78,735	\$81,696	\$84,716
13	\$58,407	\$60,287	\$62,222	\$64,687	\$68,937	\$71,134	\$73,381	\$75,680	\$78,031	\$80,435	\$83,496	\$86,616
14	\$59,842	\$61,767	\$63,747	\$65,711	\$70,387	\$72,634	\$74,931	\$77,280	\$79,681	\$82,135	\$85,296	\$88,516
15	\$61,314	\$63,283	\$65,311	\$67,323	\$71,837	\$74,134	\$76,481	\$78,880	\$81,331	\$83,835	\$87,096	\$90,416
16	\$62,821	\$64,838	\$66,914	\$68,976	\$73,287	\$75,634	\$78,031	\$80,480	\$82,981	\$85,535	\$88,896	\$92,316
17	\$64,367	\$66,431	\$68,557	\$70,670	\$74,737	\$77,134	\$79,581	\$82,080	\$84,631	\$87,235	\$90,696	\$94,216
18				\$72,406	\$76,187	\$78,634	\$81,131	\$83,680	\$86,281	\$88,935	\$92,496	\$96,116
19				\$74,185	\$77,637	\$80,134	\$82,681	\$85,280	\$87,931	\$90,635	\$94,296	\$98,016
20				\$76,009	\$79,487	\$82,034	\$84,631	\$87,280	\$89,981	\$92,735	\$96,096	\$99,916

The amount that appears in each cell includes Board-paid TRS. To determine what your salary is less Board-paid TRS, divide the amount by 1.086957.

2020-2021 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/EDD
1	\$47,186	\$48,649	\$50,156	\$51,711	\$53,315	\$54,967	\$56,671	\$58,428	\$60,240	\$62,107	\$64,032	\$66,017
2	\$48,186	\$49,669	\$51,226	\$52,936	\$54,765	\$56,467	\$58,221	\$60,028	\$61,890	\$63,807	\$65,832	\$67,917
3	\$49,186	\$50,689	\$52,296	\$54,161	\$56,215	\$57,967	\$59,771	\$61,628	\$63,540	\$65,507	\$67,632	\$69,817
4	\$50,186	\$51,709	\$53,366	\$55,386	\$57,665	\$59,467	\$61,321	\$63,228	\$65,190	\$67,207	\$69,432	\$71,717
5	\$51,186	\$52,729	\$54,436	\$56,611	\$59,115	\$60,967	\$62,871	\$64,828	\$66,840	\$68,907	\$71,232	\$73,617
6	\$52,186	\$53,749	\$55,506	\$57,836	\$60,565	\$62,467	\$64,421	\$66,428	\$68,490	\$70,607	\$73,032	\$75,517
7	\$53,186	\$54,769	\$56,576	\$59,061	\$62,015	\$63,967	\$65,971	\$68,028	\$70,140	\$72,307	\$74,832	\$77,417
8	\$54,186	\$55,789	\$57,646	\$60,286	\$63,465	\$65,467	\$67,521	\$69,628	\$71,790	\$74,007	\$76,632	\$79,317
9		\$56,809	\$58,716	\$61,511	\$64,915	\$66,967	\$69,071	\$71,228	\$73,440	\$75,707	\$78,432	\$81,217
10			\$59,786	\$62,736	\$66,365	\$68,467	\$70,621	\$72,828	\$75,090	\$77,407	\$80,232	\$83,117
11				\$63,961	\$67,815	\$69,967	\$72,171	\$74,428	\$76,740	\$79,107	\$82,032	\$85,017
12				\$65,186	\$69,265	\$71,467	\$73,721	\$76,028	\$78,390	\$80,807	\$83,832	\$86,917
13				\$66,411	\$70,715	\$72,967	\$75,271	\$77,628	\$80,040	\$82,507	\$85,632	\$88,817
14					\$72,165	\$74,467	\$76,821	\$79,228	\$81,690	\$84,207	\$87,432	\$90,717
15					\$73,615	\$75,967	\$78,371	\$80,828	\$83,340	\$85,907	\$89,232	\$92,617
16					\$75,065	\$77,467	\$79,921	\$82,428	\$84,990	\$87,607	\$91,032	\$94,517
17					\$76,515	\$78,967	\$81,471	\$84,028	\$86,640	\$89,307	\$92,832	\$96,417
18					\$77,965	\$80,467	\$83,021	\$85,628	\$88,290	\$91,007	\$94,632	\$98,317
19					\$79,415	\$81,967	\$84,571	\$87,228	\$89,940	\$92,707	\$96,432	\$100,217
20					\$80,865	\$83,467	\$86,121	\$88,828	\$91,590	\$94,407	\$98,232	\$102,117

The amount that appears in each cell includes board paid TRS. To determine what your salary is less board paid TRS, divide the amount by 1.086957.

2021-2022 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/EDD
1	\$48,083	\$49,573	\$51,109	\$52,694	\$54,328	\$56,012	\$57,748	\$59,538	\$61,384	\$63,287	\$65,248	\$67,272
2	\$49,083	\$50,593	\$52,179	\$53,919	\$55,778	\$57,512	\$59,298	\$61,138	\$63,034	\$64,987	\$67,048	\$69,172
3	\$50,083	\$51,613	\$53,249	\$55,144	\$57,228	\$59,012	\$60,848	\$62,738	\$64,684	\$66,687	\$68,848	\$71,072
4	\$51,083	\$52,633	\$54,319	\$56,369	\$58,678	\$60,512	\$62,398	\$64,338	\$66,334	\$68,387	\$70,648	\$72,972
5	\$52,083	\$53,653	\$55,389	\$57,594	\$60,128	\$62,012	\$63,948	\$65,938	\$67,984	\$70,087	\$72,448	\$74,872
6	\$53,083	\$54,673	\$56,459	\$58,819	\$61,578	\$63,512	\$65,498	\$67,538	\$69,634	\$71,787	\$74,248	\$76,772
7	\$54,083	\$55,693	\$57,529	\$60,044	\$63,028	\$65,012	\$67,048	\$69,138	\$71,284	\$73,487	\$76,048	\$78,672
8	\$55,083	\$56,713	\$58,599	\$61,269	\$64,478	\$66,512	\$68,598	\$70,738	\$72,934	\$75,187	\$77,848	\$80,572
9		\$57,733	\$59,669	\$62,494	\$65,928	\$68,012	\$70,148	\$72,338	\$74,584	\$76,887	\$79,648	\$82,472
10			\$60,739	\$63,719	\$67,378	\$69,512	\$71,698	\$73,938	\$76,234	\$78,587	\$81,448	\$84,372
11				\$64,944	\$68,828	\$71,012	\$73,248	\$75,538	\$77,884	\$80,287	\$83,248	\$86,272
12				\$66,169	\$70,278	\$72,512	\$74,798	\$77,138	\$79,534	\$81,987	\$85,048	\$88,172
13				\$67,394	\$71,728	\$74,012	\$76,348	\$78,738	\$81,184	\$83,687	\$86,848	\$90,072
14					\$73,178	\$75,512	\$77,898	\$80,338	\$82,834	\$85,387	\$88,648	\$91,972
15					\$74,628	\$77,012	\$79,448	\$81,938	\$84,484	\$87,087	\$90,448	\$93,872
16					\$76,078	\$78,512	\$80,998	\$83,538	\$86,134	\$88,787	\$92,248	\$95,772
17					\$77,528	\$80,012	\$82,548	\$85,138	\$87,784	\$90,487	\$94,048	\$97,672
18					\$78,978	\$81,512	\$84,098	\$86,738	\$89,434	\$92,187	\$95,848	\$99,572
19					\$80,428	\$83,012	\$85,648	\$88,338	\$91,084	\$93,887	\$97,648	\$101,472
20					\$81,878	\$84,512	\$87,198	\$89,938	\$92,374	\$95,587	\$99,448	\$103,372

The amount that appears in each cell includes Board-paid TRS. To determine what your salary is less Board-paid TRS, divide the amount by 1.086957.

APPENDIX B

Schedule of Differentials

The decision as to whether the following activities shall be offered is within the discretion of the Board. The Board may offer a prorated differential, if only a portion of the job description is fulfilled. No activity listed below shall be offered without prior Board approval.

The Special Education Department Chairpersons are given a full or part time release based on the position along with the indicated stipend listed below. The following activities shall also have one release period to perform designated duties.

1. HS Peer Leadership Coordinator
2. HS Yearbook
3. HS School Store
4. HS Newspaper
5. HS Head Band Director
6. HS Peer Leadership Advisors – released from supervision
7. HS Lead Teachers

Differential Payments: Lump sum payments or twenty-four (24) equal installment payments as part of the educator's regular paycheck may be used. All non-D303 staff members will be paid at the conclusion of the activity as a lump sum payment. All re-occurring contracts will be renewed by June 15 of each year.

Athletic and Club Differentials

Pay Schedule and Categories (all rates include TRS)

	1-2 Years of Experience	3-4 Years of Experience	5-7 Years of Experience	8-11 Years of Experience	12+ Years of Experience
	Step 1	Step 2	Step 3	Step 4	Step 5
Categories					
A	16.000%	17.625%	19.250%	20.875%	22.500%
B	13.500%	15.375%	17.250%	19.125%	21.000%
C	12.000%	13.500%	15.000%	16.500%	18.000%
D	11.500%	13.000%	14.500%	16.000%	17.500%
E	10.000%	11.250%	12.500%	13.750%	15.000%
F	9.500%	10.750%	12.000%	13.250%	14.500%
G	5.500%	6.150%	6.800%	7.450%	8.000%
H	4.500%	5.150%	5.800%	6.450%	7.000%
I	\$500	\$500	\$500	\$500	\$500

***Each Percentage listed above is a percentage of the Base Salary (BA +0 / Step 1), except category I.**

Differential Categories

Category A HS Athletic Ticket Manager
 HS Head Baseball Coach
 HS Head Basketball Coach
 HS Head Football Coach
 HS Head Softball Coach
 HS Head Swimming Coach
 HS Head Track Coach
 HS Head Wrestling Coach
 Special Education Department Chairpersons

Category B HS Assistant Athletic Director (per season)
 HS Athletic Trainer (per season)
 HS Building Trades
 HS Head Soccer Coach
 HS Head Volleyball Coach
 HS Head Water Polo Coach
 HS Yearbook
 MS Athletic Director (per semester)
 MS Team Leaders

Category C HS Assistant Student Activities Director
 HS Director of Musical
 HS Director of Peer Leadership
 HS Head Badminton Coach
 HS Head Bowling Coach
 HS Head Cheerleading Coach (per season)
 HS Head Cross Country Coach
 HS Head Dance Team Coach (per season)
 HS Head Golf Coach
 HS Head Gymnastics Coach
 HS Head Lacrosse Coach
 HS Head Tennis Coach
 HS Junior and Senior Class Advisors
 HS Madrigals
 HS Newspaper
 HS Special Olympics
 HS Speech Team
 HS Yearbook Assistant
 MS Drama Director
 MS Special Olympics
 MS Technical Assistant

Category D HS Assistant Baseball Coach
 HS Assistant Basketball Coach
 HS Assistant Football Coach
 HS Assistant Track Coach
 HS Assistant Softball Coach
 HS Assistant Swimming Coach
 HS Assistant Wrestling Coach
 HS Autos Club
 HS Bass Fishing Club
 HS BPA
 HS Fall Play
 HS Freshman and Sophomore Class Advisors
 HS Math Team
 HS National Honor Society
 HS Peer Leadership Coordinator
 HS Winter Play

Category E HS Assistant Director of Plays
 HS Assistant Flag Team Coach
 HS Assistant Soccer Coach
 HS Assistant Tennis Coach
 HS Assistant Volleyball Coach
 HS Assistant Water Polo Coach
 HS Chess Team
 HS Debate
 HS DECA
 HS Director of One Act Plays
 HS FCCLA
 HS Future Problem Solvers
 HS HOPE
 HS Illinois Special Olympics Coordinator
 HS Key Club
 HS Mock Trial Advisor
 HS Model United Nations
 HS Newspaper Assistant
 HS Scholastic Bowl
 HS School Store
 HS Skills USA
 HS Ultimate Frisbee Coach
 MS Extra Performing Band
 MS Head Track Coach
 MS Newspaper
 MS Student Council
 MS Ultimate Frisbee Coach

MS Yearbook

Category F	HS Assistant Bowling Coach
	HS Assistant Gymnastics Coach
	HS Assistant Golf Coach
	HS Assistant Badminton Coach
	HS Assistant Cross Country Coach
	HS Assistant Cheerleading Coach (per season)
	HS Assistant Drill Team Coach (per season)
	HS Assistant Lacrosse Coach
	MS Cheerleading Coach
	MS Wrestling Coach
	MS Volleyball Coach
	MS Track Coach
	MS Basketball Coach
	MS Cross Country Coach
	MS Football Coach
Category G	ELE Choir
	ELE Student Council
	HS Art Club
	HS BPA Assistant
	HS Canoe Club
	HS Dance Club
	HS Debate Assistant
	HS Ecology Club
	HS Equestrian Club
	HS FEA Club
	HS Film Fest
	HS Foreign Language Club
	HS Freshman Transition Club
	HS Gamers Club
	HS Health Occupations Students of America (HOSA)
	HS History Fair
	HS Lead Teacher
	HS Literary Magazine
	HS Martial Arts Club
	HS Mascot Manager
	HS Math Team Assistant
	HS Mock Trial Assistant
	HS MVSEC Club
	HS National Honor Society Assistant
	HS New Student Club
	HS Peer Leadership Advisor

HS Peer Mediation
 HS Pep Club
 HS Photography Club
 HS Ping Pong Club
 HS Presenters Club
 HS REACH Club
 HS Scholar Athletes
 HS Speech Assistant
 HS Sports Medicine
 HS Subject Specific National Honor Societies
 HS Theater Ticket Manager
 HS Thespian Club
 HS Trunk Full of Funk
 HS WSTC Radio
 HS/MS Student Ambassadors
 MS Chess Club
 MS Extra Performing Group
 MS Images Club
 MS Math Counts
 MS Peer Mediation
 MS Student Council Assistant
 MS WEB Club
 MS Writing Club

Category H	ELE Clubs ELE Intramurals (by season) HS Intramurals (by season) HS Musical Theatre - Instrumental HS Musical Theatre - Vocal HS Science Olympiad HS Special Interest Club MS Art Club MS Builder's Club MS Business Club MS Cater Club MS Computer Club MS Drama Club MS Earth/Ecology Club MS Game Club MS Homework Club MS Inclub MS Intramurals (by season) MS Musical Theatre - Instrumental MS Musical Theatre - Vocal
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MS Photo Club
MS Readers Theatre
MS Rocket Club
MS Science Club
MS Science Fair
MS Science Olympiad
MS Special Interest Club
MS TEK Club

Category I Any activity that does not meet the minimum standards identified by the Differentials Committee for category H.

Fine Arts Differentials

Categories and Pay Schedule (all rates include TRS)

Categories	1-2 Years of Experience	3-4 Years of Experience	5-7 Years of Experience	8-11 Years of Experience	12+ Years of Experience
	Step 1	Step 2	Step 3	Step 4	Step 5
High School Band, Orchestra, Vocal, Instrumental Jazz, Vocal Jazz	11.000%	12.500%	14.000%	15.500%	17.000%
High School Marching/Pep Band	11.000%	12.500%	14.000%	15.500%	17.000%
Middle School Band, Orchestra, Vocal	5.500%	6.125%	6.750%	7.375%	8.000%
Elementary Instrumental (up to 74 students)	5.500%	6.125%	6.750%	7.375%	8.000%
Elementary Instrumental (75 to 100 students)	6.500%	7.125%	7.750%	8.375%	9.000%
Elementary General Music (per <u>additional</u> program as outlined below)	0.50%	0.55%	0.60%	0.65%	0.75%
High School Art (per <u>additional</u> show as outlined below)	0.50%	0.55%	0.60%	0.65%	0.75%

***Each Percentage listed above is a percentage of the Base Salary (BA +0 / Step 1)**

With the exception of Marching/Pep band, each of the differentials listed is associated with the extra duties that result from school curriculum. Therefore, these differentials (with the noted exception) shall normally be granted on the basis of a teacher's curricular assignments.

The following descriptions are minimum expectations.

HS: Band, Orchestra, Vocal, Instrumental Jazz, Vocal Jazz: At least three (3) required concerts per stipend earned, IHSA solo and ensemble participation (if the school elects to participate in this contest), IMEA participation/supervision, graduation, and additional opportunities to showcase talents and skills of the performing organization. **Each teacher can have a maximum of two (2) stipends in this category.*

Marching/Pep Band: Summer marching band camp, performances at all home football games (as determined by athletic schedule), Pep Band participation at least ten (10) basketball games, Homecoming parade, two (2) community parades. *Additional stipends shall be considered when the student-teacher ratio exceeds 50 to 1.*

MS Band, Orchestra, Vocal: At least three (3) concerts (standard repertoire consisting of 2-3 pieces) per school year, solo and ensemble contest, and additional opportunities to showcase talents and skills of the performing organization.

Elementary Instrumental (per ensemble): At least two (2) concerts per school year and additional opportunities to showcase talents and skills of the performing organization. Teachers may choose to rehearse students in divided groups on different mornings for no additional differentials.

Elementary General Music: Elementary general music teachers will direct music programs on up to four (4) separate evenings (2 evenings per school where at least 3 sections are taught). A maximum of one (1) additional evening program per building may be provided by administrative request and shall be paid by a percentage of the base salary in the chart listed above.

High School Art: High School Art Educators will coordinate up to two (2) art shows per year. A maximum of three (3) additional shows per educator may be provided by administrative approval and the educator shall be paid a percentage of the base salary in the chart listed above.

APPENDIX C

Code of Ethics of the Education Profession

(Adopted by the NEA Representative Assembly, July 1975)

PREAMBLE

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

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

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

PRINCIPLE I

Commitment to the Student

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

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

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

PRINCIPLE II

Commitment to the Profession

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

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

In fulfillment of the obligation to the profession, the educator - -

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

APPENDIX D
Extra Pay Rate Schedule

Pay Rate	2019-2020	2020-2021	2021-2022	Explanation of Rate
Book Study	\$100.00	\$100.00	\$100.00	Total (plus book)
Bus Duty	\$16.67	\$16.67	Pending	Hourly - 1/6 of current substitute rate
Curriculum Writing Level I/SIP	\$40.01	\$41.39	Pending	Hourly - based on BA, Step 1
Curriculum Writing Level II	\$45.21	\$46.76	Pending	Hourly - based on MA, Step 1
Educators as Internal Substitutes (Supervisory) - Section 16.8 of SCEA Agreement	\$20.00	\$20.00	Pending	Hourly - 1/5 of current substitute rate
Educators as Internal Substitutes (Teaching) - Section 16.8 of SCEA Agreement	\$25.00	\$25.00	Pending	Hourly - 1/5 of current substitute rate + \$5.00
High School and Middle School Athletics	\$21.74	\$21.74	\$21.74	Hourly
In-District Course Taught (paid for hours classes meet)	\$77.98	\$79.85	Pending	Hourly - based on MA+60, Step 16
Mentor (Certified) – Level I	\$967.39	\$967.39	\$967.39	Annual
Mentor (Certified) – Level II	\$1,354.35	\$1,354.35	\$1,354.35	Annual
Operational Work (Certified)	\$30.00	\$31.04	Pending	Hourly - based on 75% of BA, Step 1
PSAT Supervisor	\$108.70	\$108.70	\$108.70	Daily
Saturday School	\$30.00	\$30.00	\$30.00	Hourly
Stipend in Lieu of Salary Schedule Credit (Certified)	\$190.21	\$190.21	\$190.21	Total
Study Hall Supervision (Certified)	\$10.00	\$10.00	Pending	Per Half Period (High School); 1/10 of current substitute rate
Summer Professional Staff (Certified)	\$45.21	\$46.76	Pending	Hourly - based on MA, Step 1
Teaching or tutoring in other non-contract programs outside the school day	\$45.21	\$46.76	Pending	Hourly - based on MA, Step 1
Workshops	\$13.59	\$13.59	Pending	Hourly
Elementary Administrative Assistants	\$5,688.00	\$5,688.00	\$5,688.00	Flat Rate
Summer Athletic and Music Camps	80% of Total Enrollment			

*All rates are effective with the first work day (Teacher Institute) of the school year.

**All rates include TRS.